

GENERAL TERMS OF ENGAGEMENT

These terms, together with the terms contained in our engagement letter, form the terms of engagement governing the work we do for you. Any variation must be agreed and recorded in writing before they take effect. The Swedish Bar Association's Code of Conduct, as applicable from time to time, applies in addition to these general terms of engagement.

1. Fees and expenses

- 1.1 The fees quoted in our engagement letter are exclusive of value added tax, which will be charged where relevant at the appropriate rate.
- 1.2 Our fees for work rendered always correspond with rules issued by the Swedish Bar Association. If nothing else has been specifically agreed the fee is determined based on several factors including (i) the time spent, (ii) the experience and competence required by the assignment, (iii) the values concerned in the assignment, (iv) the time constraints prevailing in the assignment, (v) the risks for Frank Advokatbyrå AB posed by the assignment and (vi) the outcome of the assignment.
- 1.3 In many matters we are also likely to incur certain expenses in addition to our fees. The expenses may include such incidental costs as company search fees, registry search fees, travelling, photocopying fax, courier, and telephone charges. These expenses will be invoiced to you in conjunction with the fees for our work. Any expenses of a significant amount that are specific to your matter (for example stamp duty or fees of other professionals such as foreign lawyers) may be charged separately; we do not expect to make such disbursements.
- 1.4 Our hourly rates of charges are generally reviewed on an annual basis and you will be charged at the rate applicable when the legal services were provided.

2. Estimates

If we provide you with an estimate as to the likely fee, it will be based, among other things, on the time we expect to spend on the matter given the information available to us at the time. An estimate should not be regarded as a firm quotation, unless we specifically say it is.

3. Payment of fees and expenses

- 3.1 We normally invoice on a monthly basis and can upon request provide you with information regarding accrued fees. Our invoices are due within 30 days of the invoice date. If any invoice is not paid within this time we reserve the right to charge interest on the balance owing (at the statutory rate applicable) as from the expiry of the 30 day period, to suspend further work on the matter, and (in appropriate cases) to terminate our engagement and withdraw in relation to the matter and any other matter for you.
- 3.2 If a request for a payment on account of fees or expenses is not met we reserve the right to suspend any further work on the matter and (in appropriate cases) to terminate our engagement and withdraw in relation to the matter and any other matter for you.
- 3.3 In cases where a third party is to be responsible for payment of some or all of our fees or expenses, we only accept your instructions on the basis that such third party will provide us with the information and documentation mentioned in clause 5 of these terms and that you will, on demand, immediately meet any liability for any such fees or expenses that have not been paid by the due date for payment.

4. Retainer

We reserve the right to request a retainer, or an increased retainer, for our fees and expenses at any time during our engagement if we deem it appropriate. Unless special circumstances exist such retainer shall not exceed the fees or expenses that, according to our reasonable estimate, will be accrued or incurred during the following 30 working days. If a request for a retainer is not met we reserve the right to suspend any further work on the matter and (in appropriate cases) to terminate our engagement and withdraw in relation to the matter to you.

5. Conflict of Interest

We cannot represent a party if there is a conflict of interest with other clients. Based on information we have received from you, we have conducted a search for actual or potential conflicts of interest and we are satisfied that we can act in respect of the subject matter of our engagement letter. Please note, however, that potential conflicts of interest of which the firm is not aware may arise that could preclude the firm from representing you in pending or future matters. In addressing such potential situation, we seek to be fair to our clients with due regard to any applicable professional conduct rules. In this connection, it is important that you provide us with any information, at the outset or during the course of our representation, which you believe may be pertinent to any actual or potential conflict of interest in connection with our representation.

6. Money laundering

We are under an obligation to observe certain rules whose purpose is to prevent money laundering and hence we will require that you provide us with certain documentation and information about you, (if applicable) beneficial owners and each of your representatives. If you do not comply with any such request we reserve the right to suspend any further work on the matter and (in appropriate cases) to terminate our engagement and withdraw in relation to the matter for you.

7. Timetable

It is frequently the case that meeting target dates will be outside our control. Often the pace of a matter will depend not only upon timely instructions from you and a prompt response from ourselves, but also upon the degree of cooperation we receive from persons with whom you are dealing, those persons' advisers and other third parties involved. Particularly in litigation and arbitration matters co-operation from the other party/parties and its/their advisers cannot be expected. Accordingly, unless we have specifically agreed to the contrary we do not accept any liability arising from failure to meet any target date(s) or from failure to complete any part of work for you within a proposed time scale.

8. Limitation of liability

- 8.1 You have retained us, Frank Advokatbyrå AB, to carry out work for you, and hence you may only direct possible claims

towards Frank Advokatbyrå AB and not against any of its partners, directors or employees or any entity held or controlled by any of the aforementioned.

- 8.2 Our liability for any loss, damage or expense suffered by you as a result of negligence in the course of providing our services shall be limited to fifty million SEK. We shall not under any circumstances be liable for any loss of production, loss of profit or other indirect or consequential damage or loss.
- 8.3 It is incumbent on you to, as far as possible, limit your loss through all means available, including making use of possible indemnity, insurance or similar and directing claims towards or disputing claims from a third party. To the extent you do not limit your loss in accordance with the above our liability will be reduced correspondingly. What is stated above in this section applies provided that it is not incompatible with relevant agreements with a third party and that your rights toward a third party are not limited because of this.
- 8.4 Our advice is adapted to, among other things, the facts introduced and the instructions given to us in a specific matter. Accordingly, you may not use a specific piece of advice or work result in another context or for another purpose than for which it was given or delivered, or rely on a specific piece of advice in connection to another matter.
- 8.5 If you ask us to introduce us to you or collaborate with other professional consultants or to retain such professional consultants on your behalf, we will endeavour to do so. We will however not scrutinize advice given by such consultants (whether or not within our competence). Any advice given by them or services carried out by them will be their responsibility direct to you and not ours, irrespective of if they report to you or to us.

9. Confidentiality and disclosure

- 9.1 We protect the information that you provide us with in an appropriate manner and in accordance with the Swedish Bar Association's Code of Conduct.
- 9.2 If we, in the course of the assignment, engage or cooperate with other advisors or professionals we have the right to disclose such material and other information we deem relevant in order for the advisor or professional to be able to give advice or perform other services to you. The same applies for such material or other information that we have received from you as a consequence of the controls and verifications carried out by us according to section 6.
- 9.3 If we do not charge you value added tax on our services we are required by law to, in some cases, disclose information regarding the value of the services rendered and your value added tax number to the tax authorities. You agree to such disclosure to the tax authorities when you engage us.

- 9.4 When a matter has become publicly known we may disclose information regarding your engagement of us for marketing purposes. This only applies to information that has become publicly known and we will not use information without previous permission from you if we have any reason to believe that you would object to such use.

10. Complaints etc.

Claims on account of our advice shall be submitted as soon as you have become aware of the circumstances that give rise to the claim. The claim may not be submitted later than 12 months after the later of (i) the day the last invoice was issued for the assignment that the claim concerns, and (ii) the day you, after reasonable investigation, could have gained knowledge of the circumstances giving rise to the claim.

11. Applicable law and disputes

- 11.1 These terms and the terms contained in our engagement letter, and the services we provide to you, are subject to, governed by and interpreted and constructed in accordance with Swedish substantive law.
- 11.2 Any dispute, controversy or claim arising out of these terms, the terms contained in our engagement letter or the services we provide to you or the breach, termination or invalidity thereof shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitral tribunal shall be composed of the number of arbitrators the Arbitration Institute shall decide. The place of arbitration shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be English unless the parties agree otherwise.
- 11.3 The arbitral proceedings and all information disclosed in the course of them as well as any decision or award made or declared during or as a result of such proceedings shall be kept strictly confidential. A party shall however not be prevented from disclosing confidential information to the extent such an obligation exists pursuant to statute, directive, order, stock exchange rule or insurance policy.
- 11.4 Notwithstanding clause 11.2 above, we have the right to commence proceedings regarding claims due and undisputed in any court with jurisdiction over you or your assets.
- 11.5 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, please visit www.advokatsamfundet.se/Konsumenttvistnamnden.