

## GENERAL TERMS AND CONDITIONS

These general terms and conditions apply for all engagements with Pär Andersson Advokatbyrå unless otherwise follows from the Swedish Bar Association's code of conduct (Swe: regler om god advokatsed) or has been agreed in writing in the engagement letter.

1. For certain engagements we are according to law required to check the identity of clients and ownership and to gather information regarding the engagement and the objectives. Information provided by clients may have to be verified by way of other sources. We are according to law required to keep documentation of such investigations. According to law we are required to report suspicion of money laundering or financing of terrorism to the authorities and are not permitted to inform the client at hand of such suspicions or that a report has been submitted.
2. In some instances we must inform the tax authorities of a client's VAT number and the value of services rendered to such client. By engaging us, consent is also deemed to be given by client that such legally required information is provided.
3. We are controlling client's personal data provided in connection with a contemplated engagement or otherwise collected in the context of registration or performance of an engagement. Such data is being processed prior to acceptance of a matter as well as for administration and performance of an engagement. Further, such data may be used for business and methods development and statistics, risk management and marketing. By engaging us, consent is also deemed to be given by client that such collection, storing and processing of data is done. This also comprises personal data for representatives of client and beneficial owners to the extent such personal data is legally required. In such cases client is obliged to collect the necessary consents from such individuals.
4. We check possible conflicts of interest pursuant to applicable code of conduct prior to accepting an engagement. It may happen thereafter that circumstances happen or become known that according to said code of conduct require us to withdraw from the engagement.
5. Advice in an engagement comprise legal issues in the case at hand and only in Swedish law. We do not render advice regarding tax or tax consequences. We do not accept liability for views, if any, in relation to non-legal issues. Advice never implies any guarantee for a certain result or outcome. If requested by client, we can assist in obtaining advice from legal counsel in other jurisdictions and from experts in finance, technical or other fields of expertise. In such cases we do not accept liability for advice or opinions rendered by such experts nor for proposals to retain such local counsel or expert. Nor do we accept liability for fees and costs invoiced by such local counsel or expert. Engagement of such advisors shall be made directly from client to the advisor. In the context of cooperating with other counsel or expert it follows from our engagement that we may, on behalf of client, provide information and material regarding the engagement that can be deemed necessary for such advisor to perform its work.
6. Fees shall comply with what is provided for in the Swedish Bar Association's code of conduct. Unless otherwise agreed, the fee is determined based on the factors set out in said code of conduct, amongst others time spent. Invoicing is normally done on a monthly basis. In addition to fees, costs for travel or other disbursements are added. Invoices are due 15 days after the date of the invoice. If not paid when due, interest will be charged according to law on the amount due until payment has been received. In certain cases, we may request payment in advance before an engagement is accepted or issue a preliminary invoice (Swe: à conto). Fees are always stated exclusive of value added tax which will be charged at the applicable rate.
7. We appreciate immediate feedback, should a client not be content with our work. A claim from a client regarding an engagement shall be put forward without delay when the client has become aware of the circumstances deemed to form the basis for the claim and in no event later than twelve months after the latest of a) the invoice date for the last invoice in the engagement or b) the day client had knowledge, or with reasonable investigations, should have had knowledge, of the circumstances deemed to form the basis for the claim. Client who is a consumer may in certain cases turn to the Swedish Bar Association's Consumer Dispute Committee to have fee disputes and other financial claims tried. Information on these matters is to be found on [www.advokatsamfundet.se/Konsumenttvistnämnden](http://www.advokatsamfundet.se/Konsumenttvistnämnden).
8. For our advice in an engagement we are liable for loss or damage resulting from error or negligence only up to an amount which is limited to the highest of a) five times our total fees for the engagement at hand or b) one point five million euro. Our said limitation of liability applies also in case of multiple losses or damages caused by one and the same action or omission or similar actions or omissions. In no case shall we be liable for client's use of advice (including documents) in relation to third parties or otherwise for any liability towards third parties. The limitation of liability applies in favour of any and all of the lawyers and other individuals that have worked in the engagement on behalf of Pär Andersson Advokatbyrå.
9. Communications in an engagement will as a rule, unless otherwise agreed, take place via e-mail and internet. We are not liable for the resulting risks for tampering, interception or delay. We shall protect information in the engagement in accordance with the Swedish Bar Association's code of conduct.
10. The client has a right to use the result of our work for the purposes intended according to the engagement. Unless otherwise agreed, such result may not be made public nor may it be used for marketing. Copyright to our work, if any, vests with us, subject to client's said right to use.
11. Swedish substantive law applies to the engagement.
12. Any dispute, controversy or claim arising out of or in connection with an engagement or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC"). The Rules for Expedited Arbitrations shall 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 shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators. The seat of arbitration shall be Malmö, Sweden. The language to be used in the arbitral proceedings shall be English.