

General Terms and Conditions

(2017:1)

These terms and conditions apply to all services provided to clients by Ekenberg & Andersson Advokatbyrå Stockholm AB, 556997-6177 (the "Law firm"), unless otherwise provided by specific written agreement. The Swedish Bar Association's code of conduct also applies to the services provided by the Law firm. When you engage us you are deemed to have accepted these general terms and conditions.

1 General

The Law firm will, within the framework of Swedish law and the code of conduct established by the Swedish Bar Association, use its best efforts to protect your interest. This means, inter alia, that engagements will be carried out with care, accuracy and due timeliness, and considering that you are not burdened with unnecessary costs.

The Law firm's lawyers usually work in teams to provide you the expertise and resources required in each matter. One of the Law firm's partners (or advocates) are always designated as Client Manager, and has overall responsibility for the Law firm's services to you. However, the scope of the engagement is a contract between you and the Law firm, and not with any individual associated with the Law firm. The Law firm's staff do not have any personal liability to you, except as provided by mandatory law.

2 Fees and expenses

Fees are determined in accordance with the rules of the Swedish Bar Association and are determined based on several factors such as time spent, the complexity of the work, the qualifications, experience and resources required, the amounts involved, the risks assumed by the Law firm, time constraints and the result achieved. The basis for the charge is based on the Law firm's hourly fee, which you are informed of in connection to adoption of an assignment. The minimum charge for a single action taken is 15 minutes (0,25 hours). 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 charge for necessary and reasonable expenses.

The expenses may include registration fees, registry search fees, examination fees, fees of

other advisers and professionals, courier expenses, travelling costs and costs for accommodation.

In litigation and arbitration, the losing party can be obliged to pay the expenses of the winning party (including costs for legal representation). It however occurs that the expenses of the winning party are not fully compensated by the other party. Irrespective of whether you are the winning or losing party, you must make full payment for services rendered by the Law firm and expenses incurred when representing you in litigation or arbitration.

If the assignment concerns a dispute, the Law firm will assist you with an application for making use of legal costs and expenses insurance, when such insurance can be utilized. If our fees and expenses are to be partially financed by your 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. Such part that you must pay can be deductibles, part of the Law firm's hourly fee that exceeds hourly fee applied by the insurance company, part of the Law firm's fees that exceeds any cap for the insurance compensation or amount that by any reason is not covered by the insurance company. If obligation to repay any amount to the insurance company arises, for example, in connection to that you are the winning party and the other party shall reimburse you for your costs, you must pay the amount required by the insurance company regardless of whether the claim is raised against the Law firm or you.

The Law firm reserves the right to request advance payment before we commence any work. The advance payment is handled as client funds and will be used to settle future invoices.

3 Invoicing

The Law firm usually invoice monthly, and payment of the invoices is due within ten days of the invoice date. Penalty interest is charged in accordance with the Swedish Interest Act (Sw: *räntelagen* (1975:635)).

Instead of issuing an invoice for all fees accrued during the relevant period, the Law firm may issue an invoice on account, to partially cover the accrued fee. Invoicing on account is applied especially when our fees and costs are partially financed by legal costs and expenses insurance. The purpose of the invoice on account is to, partially or fully, cover the part of fees and expenses that you have to pay and that is not paid by the insurance company. When invoicing on account has been applied, the invoices on account will be deducted from later interim or final invoice containing accrued time and fee.

4 Reporting

The Law firm is 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 Law firm, you are deemed to have accepted that we will provide such information to the tax authorities in accordance with current regulations.

5 Advice

The Law firm's legal advice is tailored to our accumulated knowledge and expertise, and the facts presented to us. However, the Law firm can never guarantee a given outcome in litigation or otherwise. Unless agreed otherwise in writing, our advice does not include advice in either tax or potential tax consequences.

6 Confidentiality

The Law firm acts in accordance with the code of conduct established by the Swedish Bar Association. Confidentiality will be fully respected unless the Law firm is required by law to disclose certain information. When an engagement has become publicly known, the Law firm may announce our participation for marketing purposes, such as our website and social media. Such announcement may only contain information about an engagement that is already in the public domain. If deemed necessary, we will ask for your consent before disclosing the information.

7 Intellectual property rights

The copyright and other intellectual property rights to work products vest in the Law firm. You only have the right to use such work products for the purpose for which they were provided.

8 Cooperation with other advisers

The Law firm is pleased to help you to identify and instruct other advisers for particular issues. 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 advice given by them. The Law firm is not responsible for fees or expenses charged by such advisers.

9 Documents and archiving

The Law firm does not undertake any assignments regarding storage of original documents. Original documents are always returned to you, at the latest, in connection with termination of the engagement. The Law firm will keep copies of documents and work products in accordance with Swedish law and the code of conduct established by the Swedish Bar Association.

10 Limitation of liability

The Law firm's liability for loss or damage caused to you as a consequence of error or negligence on our part in performing our work is limited to a sum equal to five times the fee for the matter or the insurance amount applicable to the Law firm's liability insurance, whichever is higher. The Law firm's liability shall be reduced by all amounts that may be obtained under any insurance maintained by or for you or any contract or indemnity to which you are a party or beneficiary.

11 Governing law and jurisdiction

These general terms and conditions and any specific terms for the engagement shall be governed by and construed in accordance with the substantive laws of Sweden. Regarding disputes between a consumer and the Law firm, the consumer has the right, if an amicable solution has not been reached, to have the matter tried by the consumer dispute resolution board of the Swedish Bar Association. A consumer is a physical person, who acts in relation to purposes outside business or professional operations. Disputes shall otherwise be adjudicated by the District Court of Stockholm as the court of first instance.