

ADVOKATFIRMAN CARTHIEL AB

Terms of Engagement

1. APPLICATION OF THESE TERMS AND CONDITIONS

These terms and conditions apply to all engagements, representations, directorships and other work (the **Engagement**) performed by lawyers and employees of, or consultants to, Advokatfirman Carthiel AB (**we, us, our**) on behalf of the client (**you, your**).

2. OUR AMBITION

Our ambition is to deliver high quality advice appropriate to meet your requirements, as communicated to us, as quickly and efficiently as possible.

Our services will be limited to providing legal advice under Swedish law unless otherwise specifically agreed. If so agreed, we will most likely liaise with advisers in other jurisdictions.

3. TERMS AND CONDITIONS

The Engagement will be completed under the Code of Conduct for Swedish lawyers issued by the Swedish Bar Association (the **Code**), mandatory Swedish law, the terms and conditions set out herein, as well as under other terms and conditions specifically agreed with you.

4. MAIN RESPONSIBLE PARTNER

A partner of the firm will be the responsible partner of the Engagement and will be your prime point of contact with us. Work on your behalf will be performed by partners, other fee earners possessing specialist expertise and the requisite level of seniority, and by such consultants that we agree on.

5. FEES AND EXPENSES

5.1 Fee rate

Our fees are partly based on the time spent on the Engagement, including travelling time. Fees will be charged at our standard hourly rates for services performed unless otherwise agreed. Our total fees vary depending on the nature, complexity and urgency of the work involved. We adjust our hourly fees from time to time.

5.2 Invoices

We normally invoice all legal fees, disbursements and expenses on a monthly basis. Invoices will include a breakdown if agreed with you and are payable on the date stated on the invoice. Before accepting an Engagement, we may ask you to make advance payment of a reasonable estimate of our fees, disbursements and expenses, in full or in part. We may charge penalty interest on delayed payments. You acknowledge that we may withdraw immediately from an Engagement or suspend further work for you in the event of payment delays.

5.3 Disbursements

We will invoice you for disbursements and expenses incurred during our work for you.

6. MISCELLANEOUS

6.1 Confidentiality

Information you provide will be kept strictly confidential and may be disclosed only on your instructions or as required by law.

6.2 Communication

We will communicate with you as appropriate, including by e-mail. Please inform us in writing if you do not wish us to communicate with you in a particular manner for security or other reasons.

6.3 Conflicts of interest

In acting for you, we will abide by the rules on conflicts of interest in the Code.

7. LIABILITY

We maintain professional indemnity insurance. We are in no event liable for any consequential loss or damage.

8. DUE DILIGENCE REVIEW

If we conduct a legal due diligence review on your behalf, the following, inter alia, applies. Legal due diligence reviews are frequently conducted under time pressure and involve review of extensive documentation. It is a process which, if not substantially limited, may entail considerable expense. Unless otherwise agreed with you in writing, our Engagement will be limited to a general overview of available relevant documentation and the use of reasonable efforts to identify legal issues of immediate relevance to the contemplated transaction. Our findings are generally summarised in a written due diligence report. The report is not to be regarded as a legal opinion, nor will it form any recommendation to you as to whether you should proceed with the contemplated transaction. Other assumptions and qualifications will need to be made. These are normally set out in the due diligence report. Our liability to you will be limited to 20 times our total fee for the due diligence review. Further details of the Engagement will generally be set out in the due diligence report.

9. GOVERNING LAW

Our services are performed under Swedish law and the agreement between us regarding Engagements and any disputes concerning them will be governed by Swedish law.
