

TERMS OF BUSINESS

Version September 2017

1. INTRODUCTION

1.1 The following terms of business will apply to all services provided to clients by BOKWALL RISLUND Advokatbyrå KB ("BOKWALL RISLUND", "we", "us" or "our").

1.2 Your new or continuing instructions to us will amount to your acceptance of these terms of business.

1.3 The code of conduct established by the Swedish Bar Association (the "Code") will apply to all services provided by us.

1.4 These general terms and conditions may be amended by us from time to time. The current version can always be viewed on our website www.bokwallrislund.com. Amendments will become effective only in relation to matters initiated after the amended version was posted on our website.

2. OUR SERVICES

2.1 Our advice may not be relied upon in any other matter or used for any other purpose than for which it was given.

2.2 We will be advising and acting at all times in respect of Swedish law only. Our advice in a particular matter does not include advice on potential tax consequences. Neither do we provide financial or accounting advice or advice on the merits of an investment or a transaction.

3. OUR FEES AND EXPENSES

3.1 Our fees are determined in accordance with the principles of the code of conduct of the Swedish Bar Association. Our hourly charges are reviewed periodically.

3.2 Upon request, we may provide you with an estimate of our fees. Any such estimates, budgets or other fee arrangements are based on the information available to us at the time given and may therefore be subject to change.

3.3 We are likely to incur certain expenses in addition to our fees, which we expect you to pay at cost.

3.4 All fees and expenses are exclusive of value added tax (VAT), which will be charged as required. VAT will be charged to clients domiciled in the European Union unless a VAT number is provided at request.

4. INVOICING AND CLIENT FUNDS

4.1 Unless otherwise specifically agreed with you in writing, we will invoice you on a monthly basis.

4.2 Instead of issuing an invoice for a fee reflecting the work performed during the relevant time period, we may issue a preliminary invoice "on account" of our fee or we will request an advance payment before we commence work.

4.3 Each invoice sets out its due date, which is 30 days net. If an invoice is not paid, interest on the balance owing will be charged at the statutory rate applicable from the due date of the invoice until receipt of payment.

5. CLIENT IDENTIFICATION AND MARKET ABUSE

5.1 We are often under a legal obligation to check the identity of our clients and their ownership structure as well as to seek information about the matter and in certain instances the origin of funds and other assets, and such obligations apply as a rule before our work commences. All information and documentation obtained will be retained by us.

5.2 We may process your personal data for the purposes mentioned in this Section 5. Generally, we will also need to process the personal data of your representatives and beneficial owners for the same purposes and you are responsible for ensuring that they accept such processing.

5.3 We do not accept any liability for any loss or damage arising directly or indirectly out of our compliance with our duties (as we understand them) outlined in Sections 5.

5.4 We expect that you inform us when we are required to establish and maintain an insider list to comply with your obligations under the EU Regulation nr 596/2014.

6. CONFIDENTIALITY AND DISCLOSURE

6.1 We will protect the information you disclose to us in an appropriate manner and in accordance with the Code. We are however in certain instances required by law or permitted by the Code to disclose such information.

6.2 If we do not charge VAT on our services to you, we are required by law in some cases to provide information to the tax authorities concerning your VAT number and value of the delivered services.

7. TERMINATION

7.1 You may terminate our engagement at any time by requesting us in writing to cease acting for you. If you do so, you must still pay our fees for services provided and expenses incurred prior to and including the date of termination. If we decide to terminate our engagement, you must still pay our fees for services provided and expenses incurred prior to and including the date of termination.

8. LIMITATIONS OF LIABILITY

8.1 Our liability for any loss or damage suffered by you as a result of negligence or other breach of contract on our part shall in respect of each engagement be limited to the sum of ten (10) million Swedish kronor or, if our fee for the engagement concerned is less than one (1) million Swedish kronor, five (5) million Swedish kronor. Notwithstanding the foregoing, our liability for any claim brought in the North Americas or that relates to loss of documents shall be limited to the amount which is paid out under our professional indemnity insurance policy in respect of the claim concerned.

8.2 We disclaim any and all liability for any indirect or consequential loss incurred or sustained by you (including loss of profit or synergies).

8.3 Our liability to you will be reduced by any amount which may be obtained under any insurance maintained by or for you or 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.

8.4 Other advisers and professionals shall be deemed independent of us (and irrespective of whether we have engaged them or if you have engaged them directly).

8.5 If you have accepted any exclusion or limitation of liability from any other adviser or professional, our total liability to you shall 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 the contribution to us).

8.6 We shall not have any liability for any loss or damage suffered as a result of the use by you of our work products or advice in any other context or for any other purpose than for which it was given. Except as provided in Section 8.9, we shall not have any liability to any third party through the use by you of our work products or advice.

8.7 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. We will not accept any liability for any loss or damage suffered as a result

of events beyond our control, which events we reasonably could not have anticipated at the time we accepted the engagement and whose consequences we could not reasonably have avoided or overcome.

8.9 If, at your request, we agree that an outside party may rely on our work products or advice, this will not increase or otherwise affect our liability to our disadvantage, and 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. The aforesaid applies also if, at your request, we issue certificates, opinions or the like to an outside party.

9. CLAIMS PROCEDURE

9.1 Any claim shall be submitted in writing to our Managing Partner 30 days from when you should have become aware of the circumstances giving rise to the claim. We accept no liability for any claim made after the expiry of such 30 day period or later than 365 days after (i) the date of our last invoice for the engagement to which the claim refers or (ii) any earlier date per which you should have realised that our work in relation to the engagement to which the claim refers had been completed.

9.2 If your claim is based on a claim against you by an authority or other 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 any, the engagement letter - you are indemnified by us. If you meet, settle, compromise or otherwise take any action in relation to such claim without our consent, we will not accept any liability for such claim.

9.3 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.

10. GOVERNING LAW AND DISPUTE RESOLUTION

10.1 These general terms and conditions, any engagement letters from us to you and all issues in connection with any of them, our engagement and services shall be governed by and construed in accordance with substantive Swedish law.

10.2 Any dispute, controversy or claim arising out of or in connection with these general terms and conditions, any engagement letter issued by us to you, our engagement or our services or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The seat of arbitration shall be Stockholm,

Sweden. The language to be used in the arbitral proceedings shall be English unless we and you agree to use Swedish.

10.3 All arbitral proceedings conducted and all information disclosed or exchanged in the course of such arbitral proceedings, as well as any decision or award made or declared during the proceedings, shall be kept strictly confidential and may not be disclosed to a third party without the express consent of the other party.

10.4 Notwithstanding Section 10.2, BOKWALL RISLUND shall be entitled to commence proceedings for the payment of any amount due and undisputed in any court with jurisdiction over you or any of your assets.