

Terms of Engagement

1. Engagement

1.1 Advokat John Kadelburger is a member of the Swedish Bar Association, and any engagement of John Kadelburger and Advokat John Kadelburger AB is subject to the Ethical Rules of the Swedish Bar Association.

1.2 Your relationship is with a legal entity of Advokat John Kadelburger AB and not with any other entity or individual associated with Advokat John Kadelburger AB. Hence, none other shall have any liability for services provided except as may be provided under mandatory law

2. Client identification

2.1 New clients may be asked for professional references.

2.2 In respect of certain engagements we are under a legal obligation to check the identity of our clients and their ownership structure as well as seek information about the nature and objectives of the matter and the client's relationship with us, as a rule before our work commences. We may consequently among other things ask for identification papers in respect of you and any other person who is acting on your behalf and, if you are a legal entity, the individual who is in ultimate control of you as well as information and documentation indicating the origin of funds and other assets. In addition, we are under a duty to verify the information and for these purposes we may obtain information from external sources, for instance data bases. All information and documentation obtained will be retained by us.

2.3 We are required by law to disclose suspicions of money laundering or terrorism financing to the police authorities. We are not permitted to inform you that we have suspicions or that we have made or are contemplating making disclosures to the police authorities. In case of any suspicions of money laundering or terrorism financing we are required to decline or withdraw from the engagement.

2.4 We do not accept any liability for any loss or damage flowing directly or indirectly from our compliance with our duties (as we understand them) outlined in clauses 2.2 and 2.3.

3. Fees and expenses

3.1 Our principles for charging fees follow the relevant code of conduct. Our fees are normally determined on the basis of a number of factors such as time spent, the complexity of the work, the qualifications, experience and resources required, the amounts involved, the risks assumed (if any) by Advokat John Kadelburger AB, time constraints and the result achieved.

3.2 Upon request, we can, wherever possible, provide you with an estimate of our likely fees at the outset of an engagement, and update you on the fees incurred as work progresses. Estimates are based on information available to us at the time and cannot be regarded as fixed quotes.

3.3 We are likely to incur certain expenses in addition to our fees, which we expect you to pay. The expenses may include such incidental costs as registration fees, registry search fees, fees of other advisers and professionals, travelling, temporary workers, catering, photocopying, courier, fax and telephone charges. With regard to photocopying, fax and telephone charges, we may charge you a fixed sum of 1.5 % of our fee.

3.4 All fees and expenses are exclusive of value added tax, which will be charged where appropriate.

4. Invoicing and payment

4.1 Fees and remuneration shall be paid according to this agreement with John Kadelburger or Advokat John Kadelburger AB, as the case may be, in the agreed currency, or in the event of an engagement as an arbitrator in accordance with the terms applicable according to the relevant Arbitration Institute, the applicable Rules of Arbitration, or the law applicable to the arbitration, as the case may be.

4.2 The normal practice of the firm is to send invoices on a monthly basis. We may send you preliminary (on account) or final invoices. Preliminary invoices may not include an exact assessment of the full amount due, but will give a broad indication of the work done. In such cases, the final invoice for the matter will set out the total amount of our fees and expenses with the fees and expenses payable according to any preliminary invoice deducted.

4.2 In certain cases, we may request a retainer or advance payment. Such payment will be used to settle future invoices. The total amount of our fee and expenses for the engagement may be more or less than the amount of the advance payment. Any amount in excess in your favour will be repaid to you and you will be required to cover any deficiency.

4.3 Each invoice sets out its due date (normally not less than 15 days from the invoice's date). If an invoice is not paid, interest on the balance owing will be charged at the statutory rate applicable (or, in the absence of any such statutory rate, 15 per cent) from the due date until receipt of payment.

4.4 In litigation and arbitration, the losing party can be ordered to pay the costs (including legal fees) of the winning party. Irrespective of whether you should be the winning or losing party you must pay our fees for services rendered and expenses incurred in representing you in litigation or arbitration.

4.5 If our fees and expenses are to be financed by making use of 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.

4.6 If you ask us to address an invoice to someone else, we may accommodate your request only if it is evident that the arrangement will not violate any laws, the identity and other matters outlined in Section 2 above have been verified in respect of the addressee and that you, on demand, will promptly pay any amounts which have not been paid by the due date. No client relationship with such addressee is assumed.

4.7 If in relation to amounts payable to us you are required under the applicable tax regime to withhold or deduct any amount, you will also pay to us an amount equal to that withheld or deducted so that the amount received by us always corresponds to that payable to us.

5. Limitation of liability

5.1 John Kadelburger and Advokat John Kadelburger AB shall only be liable for any loss or damage suffered by you as a result of negligence or other breach of contract on our part if and to the extent liability follows from Swedish law. In no event and under no legal theory (tort, contract, gross negligence, etc) shall John Kadelburger or Advokat John Kadelburger AB be liable for any special, consequential or indirect losses or damages whatsoever, including without limitation, punitive damages, loss of profit, business opportunities or capital, loss of production, turnover or costs for substitute

services, etc. and regardless of whether the loss or damage was difficult to anticipate or not.

5.2 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.

5.3 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. We shall not have any liability to any third party through the use by you of our work products or advice.

5.4 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.

5.5 The liability of John Kadelburger and Advokat John Kadelburger AB is in any event limited to the amount of fees received for the work or services rendered and which is alleged to be the basis for liability.

6. Termination of engagement

6.1 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 the date of termination.

6.2 Law and the relevant code of conduct may set out circumstances that require or allow us to decline or withdraw from representing a client. Among other things, this may be the case in the event of inadequate client identification, suspicions of money laundering or terrorism financing, conflict of interest, failure to make payments, failure to supply adequate instructions, or the confidence and trust no longer exist between us. If we decide to terminate our engagement, you must still pay our fees for services provided and expenses incurred prior to the date of termination. An engagement will in any event end when we have fulfilled your instructions in relation to that engagement.

6.3 With regard to conflicts of interest, we cannot as a rule represent a party if there is any conflict of interest with other clients. Therefore, we will conduct a search for actual or potential conflicts of interest before accepting an engagement. Even so, potential conflicts of interest which we are not aware of at this time may arise and preclude us from representing you in pending or future matters. In addressing that possibility, we seek to be fair to our clients taking into consideration the relevant code of conduct. In this connection, it is important that you at the outset of and during the course of our engagement provide us with any information that you believe may be pertinent to establish whether any actual or potential conflict of interest exists.

7. Dispute resolution and applicable law

7.1 These general terms and conditions and, if any, the engagement letter and all issues in connection with any of them, our engagement and any matter on which we have advised or failed to advise shall be governed by and construed in accordance with substantive Swedish law.

7.2 Any dispute, controversy or claim arising out of or in connection with work or services rendered by John Kadelburger of Advokat John Kadelburger AB

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.

7.3 All arbitral proceedings conducted with reference to clause 7.2 and all information disclosed in the course of such arbitral proceedings, as well as any decision or award that is made or declared during the proceedings, shall be kept strictly confidential. Such information, decision or award may not, in any form, be disclosed to a third party without the express consent of the other party.

7.4 Notwithstanding clause 7.2, Advokat John Kadelburger AB shall be entitled to commence proceedings for the payment of any amount due in any court with jurisdiction over you or any of your assets.