



N O R E L I D H O L M

GENERAL TERMS AND CONDITIONS FOR ADVOKATFIRMAN NORELIDHOLM AB – FOR CLIENTS DOMICILED OUTSIDE OF SWEDEN (ENG 2015:1)

1. Applicability

1.1 These General Terms and Conditions shall apply alongside the Code of Conduct of the Swedish Bar Association with respect to all services provided by Advokatfirman NorelidHolm AB (corporate registration number 556701-8931) ("NH"). By engaging NH, You are deemed to have accepted these General Terms and Conditions.

1.2 Any deviations from these General Terms and Conditions shall be agreed in writing in order to be effective.

1.3 Your contracting party with respect to the assignment is solely NH, and thus not any other individual or entity affiliated with NH. Unless otherwise provided for by mandatory law, no other individual or entity than NH shall bear responsibility with respect to the services provided by NH.

2. Client Identification

2.1 NH has a legal obligation to ascertain its clients' identity and ownership before work is begun. NH also has a legal obligation to report suspicion of money laundering or terrorism financing to the relevant authorities.

2.2 NH cannot be held liable for any loss which You are caused directly or indirectly as a consequence of NH's fulfilment of its obligations pursuant to section 2.1 above.

3. Services

3.1 The services provided by NH are carried out solely based on the conditions, facts and instructions which are presented to NH in the specific assignment. You are not entitled to rely on the result of NH's services in any other matter or for any other purposes than for the specific assignment and purposes for which the service is provided.

3.2 NH does not provide tax advice, financial advice, accounting or audit advice, or advice with respect to the business implications of certain decisions, investments or transactions. NH thus bears no

responsibility for the fiscal-, financial-, audit / accounting- or business consequences of the decisions, investments or transactions that You make or carry out.

3.3 NH does not provide advice about or based on the law of any other jurisdiction than Sweden. If NH should, based on its general experience, express an opinion about the law of any other jurisdiction than Sweden, this does not constitute advice which You are entitled to rely upon.

4. Intellectual Property Rights

All intellectual property rights to the result of work provided by NH in any particular assignment belong to NH. You may use the result of NH's provided work for the purposes for which it has been produced. Unless otherwise agreed, no documents or other results of NH's work may be publicized or used for marketing purposes.

5. Fees and Expenses

5.1 NH's fees are charged in accordance with the Code of Conduct of the Swedish Bar Association, and are determined on the basis of time spent, the complexity of the assignment, and the knowledge, skill, experience and resources required for the assignment.

5.2 If possible, NH may provide You with an estimate of what the fees may amount to upon Your request before the assignment is given. NH can also keep You continually updated about the incurred fees throughout the duration of the assignment. Such an estimate is solely based on the information which NH has at the time of providing the estimate, and shall not be deemed as a quotation for a fixed price.

5.3 In addition to fees, NH also charges compensation for expenses such as travel costs, courier costs and registration fees.

5.4 Value added tax is charged in addition to fees and expenses in instances where NH is required to charge value added tax. NH is taxable for value added tax.

6. Invoicing and Payment

- 6.1 NH always invoice in Swedish kronor (SEK). Unless otherwise agreed, NH will invoice You on a monthly basis.
- 6.2 NH's invoices state a due date. In case of non-payment, NH will charge late interest at the rate prescribed under the applicable Swedish Interest Act from the due date until full payment is made.
- 6.3 In court procedures and arbitration procedures, the losing party may be ordered to pay the winning party's legal costs, including attorney's fees. Regardless if You are the winning or the losing party, You must make payment for the services which NH has provided and for the expenses incurred in connection with NH's representation in the court procedure or arbitration procedure.
- 6.4 If NH's fees and expenses are financed by Your legal protection insurance, You must still make payment for NH's fees and expenses to the extent that they exceed what is paid by means of the insurance protection.

7. Discontinuation of Assignment

- 7.1 You may at any time terminate the cooperation with NH by requesting NH to withdraw from the assignment in writing. You must nevertheless make payment for the services which NH has provided and for the expenses incurred by NH before the termination of the assignment.
- 7.2 If NH is required to withdraw from an assignment by law or by the rules in the Code of Conduct of the Swedish Bar Association, You must nevertheless make payment for the services which NH has provided and for the expenses incurred by NH before NH's withdrawal from the assignment.

8. Limit of Liability

- 8.1 NH's liability for any loss sustained by You because of NH's fault or negligence is always limited to an amount of ten (10) times the invoiced and paid fees, exclusive of value added tax, in the assignment at hand, or three (3) million SEK, whichever is the higher.
- 8.2 NH's liability for any loss shall be reduced with the amount that You may be entitled to under any insurance policy which You have purchased or under which You are otherwise protected, or under any contract or hold-harmless commitment which You have entered into or under which You are the beneficiary, provided always that this is not incompatible with the terms and conditions of the insurance policy, contract or hold-harmless commitment and that Your rights under the

insurance policy, contract or hold-harmless commitment are not restricted.

- 8.3 NH is not liable for any loss caused by Your use of the result of NH's provided work in any other context or for any other purpose than for which the work was provided. NH is not liable for any loss incurred by third parties caused by Your use of NH's provided work.
- 8.4 NH is not liable for any loss caused by circumstances outside of NH's control which NH could not reasonably have foreseen at the time when the assignment was given, and the consequences of which NH could not reasonably have avoided or overcome.

9. Liability Insurance

NH holds liability insurance protection in addition to the Swedish Bar Association's mandatory liability insurance. NH is not required to disclose the amount of its insurance protection, but may upon Your request provide a certificate from our insurance broker that the insurance coverage corresponds to sound market levels.

10. Language Versions

These General Terms and Conditions have been produced in one version in Swedish, and one version in English. The version in Swedish applies with respect to clients domiciled in Sweden. The version in English applies to all other clients.

11. Applicable Law and Dispute Resolution

- 11.1 These General Terms and Conditions, any other terms and conditions specific to a given assignment, NH's assignment and NH's services as well as all matters arising therefrom, shall be construed in accordance with and governed by Swedish law.
- 11.2 Any dispute, claim or controversy arising from these General Terms and Conditions, any other terms and conditions specific to a given assignment, NH's assignment and NH's services as well as all matters arising therefrom, shall finally be settled by the Swedish courts with Stockholm District Court as exclusive first instance.
- 11.3 Regardless of what is stated in section 11.1 and 11.2 above, NH is entitled to commence proceedings regarding due claims for payment in any court which has jurisdiction over You or Your assets.