

GENERAL TERMS AND CONDITIONS FOR WERKS ADVOKATER AB

These general terms and conditions apply to all services that WERKS Advokater AB ("WERKS") provide to our clients. The code of professional conduct established by the Swedish Bar Association and/or other relevant bar association's corresponding rules also apply to our services

1 Our services and advice

We are committed to deliver clear and effective top quality legal advising. One of our lawyers will be primarily responsible for the work in each assignment. That lawyer has discretion to deploy those lawyers, and/or other staff, best suited to handle the assignment to ensure appropriate delivery of the services. We accept your assignment as a matter for WERKS and not for a private individual. This means that the persons working for, or engaged, by WERKS have no personal liability towards you, unless otherwise is provided by mandatory law.

Our services and advice is based on the circumstances and the facts presented by you and the instructions given by you for each assignment. Accordingly, the advice is unique for the assignment and you may not rely on the advice in any other matter or use it for any other purpose. We are entitled to assume that the circumstances, facts and instructions given by you are accurate.

We only provide legal advice and consequently do not provide commercial or financial advice. Unless we agree otherwise, our advice does not include advice on potential tax consequences.

The advice is only based on the legal position according to Swedish law at the time present. We do not undertake to update the advice we have provided to take account of subsequent changes in the legal position. Based on our general experience in dealing with other jurisdictions, we may express views on legal issues in another jurisdiction. This does not constitute legal advice unless agreed otherwise.

2 Fees and expenses

We normally charge you per worked hour from an in advance set hourly rate. Our lawyers and staff are individually priced to enable attractive fees. The fees can be affected by the complexity of the work, the qualifications, experience and resources required, the amounts involved, the result achieved and time constraints. Our principle for charging fees always follow the code of professional conduct.

If the nature of the matter allows it we can, upon your request, provide you with an estimate of our fees and a budget proposal. Estimates are based on information available to us at the time and cannot be regarded as fixed quotes.

All fees are exclusive of value added tax. In addition to our fees we may charge you travelling costs, registration fees, registry search fees, fees of other advisers and professionals and similar costs.

3 Invoicing

We send you invoices monthly with a due date within 15 days of the invoice date, unless otherwise agreed. We will charge interest on any overdue amount according to the Swedish Interest Act.

We can only invoice our client. Consequently, we cannot meet a request to issue the invoice to someone else.

We may request an advance payment for fees and expenses.

If we have represented you in litigation or arbitral proceedings you must pay our fees and expenses irrespective of whether you should be the winning or losing party, or not be granted full compensation for your costs.

If our fees and expenses are to be financed by you making use of an insurance, you must still pay our fees and expenses to the extent they exceed whatever is paid out under the insurance.

4 Identification and personal data

We are under a legal obligation to check the identity of our clients and their beneficial owners and, in certain cases, the source of funds. We may also need to inform us about the nature and the purpose of the matter. Consequently, we may need to ask you for identification papers in respect of you, your representatives and beneficial owners. In addition, we may obtain information from private or public registers or other external sources. All such information and documentation obtained must be retained by us.

We may be prevented to represent you if there is a conflict of interest in relation to another client. We therefore check to ascertain whether there is a conflict of interest before we accept the assignment. Notwithstanding such controls, circumstances may arise that prevent us from acting for you in an ongoing or future matter. Accordingly, we ask you to, before and during the matter, provide us with the information you consider may be relevant to determine whether or not there is an actual or potential conflict of interest.

We are under a legal obligation to disclose suspicions of money laundering or terrorism financing to the police authorities. If a situation like this occurs we are prevented from disclosing the suspicious to you and must decline or withdraw from the engagement. We cannot be held liable for loss or damage caused to you directly or indirectly as a consequence of our compliance with the obligations explained above.

WERKS is the data controller of personal data provided relating to the assignment. The personal data may be supplemented by us collecting data from private or public registers. The personal data is processed when we evaluate whether or not we are able to accept an assignment and for the purposes of administrating and carrying out assignments. The personal data may furthermore be used for market and client analysis and business and methods development. It may also be used for statistical and risk management purposes and marketing purposes.

By engaging us you are deemed to have accepted that we process your personal data for the purposes mentioned above. 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 will accept such processing. Contact us if you wish to obtain information about the personal data we process or if you have other questions about our personal data processing.

5 Confidentiality and communication

We communicate through internet and email with our clients and other parties. We do not accept responsibility for security and confidentiality risks. If you would prefer that we do not communicate via the internet or email, please notify us. Our spam and virus filters may sometimes reject or filter out legitimate email. Accordingly, you should follow up important emails by telephone.

We are bound to observe confidentiality according to law and the code of professional conduct. However, in certain instances we have a statutory duty to disclose confidential information.

If we engage or liaise with other advisers or professionals in the course of an engagement, we may communicate to them all materials and other information that we believe may be relevant to assist them in advising or carrying out other work for you.

When a particular matter has become publicly known we reserve the right to announce our participation for marketing purposes. Such announcement may only contain information about the matter that is already in the public domain, unless otherwise agreed with you.

We may be required by law to provide information to the tax authorities about your VAT number and the amounts we have invoiced you.

6 Intellectual property

You are entitled to, and own, the final documents and other work products that we have produced in an engagement for you. However, copyright and any other intellectual property rights belong to us. Unless otherwise expressly agreed, no document or other work product may be generally circulated or used for marketing purposes.

7 Limitations of liability

Our liability for any loss or damage suffered by you as a result of our fault or negligence or breach of contract shall be limited to an amount per engagement of 50 million Swedish kronor. If our fee for the engagement is less than one million Swedish kronor our liability is limited to five million Swedish kronor.

Our liability is limited to the damage that you suffer. Consequently, our liability shall be reduced by any amount that may be obtained under any insurance or indemnity.

We cannot be held liable for any loss or damage suffered by any third party through the use by you of documents or other advice from WERKS.

We cannot be held liable for any loss or damage suffered by you as a consequence of our compliance with the code of professional conduct or statutory obligations.

Unless the engagement specifically included the rendering of tax advice, we will not assume any liability for loss or damage suffered by you by means of tax being imposed or the risk of tax being imposed on you as a result of our services.

WERKS has liability insurance policies adapted to the needs of our business.

8 Document retention

After the conclusion or termination of an engagement, we will at our premises or with a third party, in physical form or electronically, store essentially all documents accumulated or generated in connection with the engagement. The documents will be stored for a period of time required by law or the code of professional conduct.

Since we are under an obligation to retain essentially all documents accumulated or generated in connection with an engagement, we cannot meet a request to return or destroy a document in advance of the expiration date of the retention period.

Your original documents will be returned to you in connection with the conclusion or termination of the engagement. We may however keep a copy of those originals in our files.

9 Complaints

If you are dissatisfied with our services and have a complaint or wish to make a claim you should notify the lawyer who is primarily responsible for the engagement.

To make a claim we ask you to describe the alleged fault, negligence or breach and the estimated loss or damage in writing. The claim must be submitted to us within a reasonable time, but not later than six months after the point in time when you became (or, after reasonable investigations, could have become) aware both of the loss or damage and of that our alleged fault, negligence or breach may have occasioned that loss or damage.

If your claim is based on a claim against you by an authority or other third party, we shall be entitled to meet, settle and compromise such claim on your behalf, provided that – taking account the limitations of liability in these general terms and conditions and in any specific terms – 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 that claim.

If you are compensated by us or our insurers in respect of a claim, you shall, as a condition for such compensation, transfer the right of recourse against third parties to us or our insurers by way of assignment or subrogation.

10 Amendments

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.werks.se. Amendments will become effective only in relation to engagements initiated after amended version was posted on our website.

11 Language versions

These general terms and conditions are available in Swedish and English. For clients domiciled in Sweden the Swedish version shall apply. For all other clients, the English version shall apply.

12 Dispute resolution

Our services and these general terms and conditions shall be governed by Swedish law. Any dispute arising out of or in connection with these general terms and conditions, the specific terms of the engagement (if any), our engagement or our services, shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce. The seat of the arbitral proceedings shall be Gothenburg, Sweden. The language for the arbitral proceedings shall be Swedish, or, if you or we so request, English.

Notwithstanding above, WERKS shall be entitled to commence proceedings against you for the payment of any amount due to us in any court with jurisdiction over you or any of your assets.

Clients who are consumers may under certain circumstances turn to the Swedish Bar Association's Consumer Disputes Board (Konsumenttvistnämnden, Sveriges advokatsamfund, P.O. Box 27321, 102 54 Stockholm, Sweden) to have fee disputes and other financial claims against us tried. For more information visit www.advokatsamfundet.se/konsumenttvistnamnden.

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