



GULLIKSSON

General Terms and Conditions for Advokatbyrå Gulliksson AB (2013:1)

1. General information

1.1 About Advokatbyrå Gulliksson AB

Advokatbyrå Gulliksson AB, org. No. 556 733 5319 (Gulliksson) is a limited liability company incorporated under the laws of Sweden. The company is owned and run by the partners of the law firm. For more information about the general business activities of Gulliksson and about its associates we refer to the website www.gulliksson.se.

Below the General Terms and Conditions (the Conditions) are explained. Gulliksson asks that you read through the Conditions carefully. Please contact Gulliksson in case you should have any questions regarding the Conditions.

1.2 Applicable rules and law

The Conditions are applicable to all client services and assignments carried out by Gulliksson. Gulliksson reserves the right to amend the Conditions from time to time. Changes enacted after the commencement of the assignment will not be applicable to the client. The latest version of the Conditions is available on the Gulliksson website.

If there is an issue not covered by the Conditions, the General Terms and Conditions of SEPAF shall apply to the services and assignments.

Interpretation and application of the Conditions and the assignment agreement in general shall be in accordance with Swedish law.

2. The contractual relationship

2.1 Gulliksson as contracting party

The agreement is concluded between the client and Gulliksson and not between the client and any individual associated with the firm, regardless of whether the agreement is preceded by explicit or inexplicit requests for the services of any particular individual.

2.2 Multiple clients

If within the scope of the assignment, the agreement is concluded with multiple clients the clients shall be jointly and severally liable for the obligations which follow under the Conditions.

2.3 Change of individual performing the assignment

If warranted by the circumstances, Gulliksson may exchange the individual initially carrying out the assignment during the performance of the assignment. However, it is Gulliksson's ambition to satisfy, to the extent as a great as possible, the client's request for a particular individual.

3. Performance of the assignment etc.

3.1 Conflict of interest

Before any assignment is accepted by Gulliksson, Gulliksson will check, based on the information available, that there is no conflict of interest between Gulliksson or any person associated with Gulliksson and the client or possible counterparties. Gulliksson conducts this assessment based on the Code of Conduct of the Swedish Bar Association.

If Gulliksson has reason to suspect that such conflict of interest are present or if it due to the circumstances of the case may be considered as inappropriate, Gulliksson will decline the assignment.

Should Gulliksson after the commencement of the assignment receive information which would have resulted in Gulliksson declining the assignment, Gulliksson may choose to retire from the assignment.

In consideration of the above, it is of great importance that the client provides Gulliksson with all information which may be of relevance for the assessment of an actual or potential conflict of interest.

3.2 The scope of the assignment

The scope of and the resources required by the assignment are determined by the circumstances of the individual case and in consultation with the client. The scope and the resources may be changed during the performance of the assignment if Gulliksson deems it necessary. Gulliksson reserves the right to select the lawyers and other staff who Gulliksson deems necessary or preferable to ensure that the services are provided in an appropriate manner. By consulting and engaging Gulliksson, and unless you do not instruct us otherwise, you give us the authority to take whatever measures we consider appropriate or preferable to carry out the assignment and to invoice reasonable costs therefor.

3.3 Client responsibility

For each assignment accepted by Gulliksson a client responsible lawyer is appointed who is responsible for the performance of the assignment. As the circumstances may warrant, Gulliksson reserves the right to appoint another lawyer as the client responsible person during the performance of the assignment.

If the client has any questions with regard to the assignment or invoicing, the client shall primarily turn to the client responsible lawyer.

3.4 Scope of the advice provided by Gulliksson

Gulliksson's advice is provided specifically for the individual assignment and may not be used for other purposes than those of that specific assignment. Gulliksson assumes no responsibility or liability whatsoever for any use of Gulliksson's advice for other purposes or use by any third party.

Advice never includes potential fiscal consequences for the client unless this is specifically agreed upon between Gulliksson and the client.

3.5 Statements regarding foreign jurisdiction

Gulliksson has an extensive network of foreign law firms, patent firms and other expert firms which may be commissioned if so required. Any statements of Gulliksson regarding foreign jurisdiction shall not be considered as advice. Such advice presupposes the commissioning of an external advisor. Gulliksson is however happy to provide for such advice through its network.

3.6 Inside information list

Lists of people, who have access to inside information in accordance with the directive 2003/6/EC on insider dealing and market manipulation (market abuse) and auxiliary rules, will only be drawn up when expressly included in a written assignment description.

3.7 Document retention

In accordance with the obligations under the rules of the Swedish Bar Association, Gulliksson keeps all relevant documents which have been generated within the scope of the performance of the assignment

The storage may be in electronic or physical form, depending on the nature of the assignment and the document. Where the document in physical form is of no independent importance, the document may be destroyed. Such documents may however always be restored digitally on the client's request.

4. Communication

4.1 General information

The manner in which Gulliksson and the client communicate depends on what has been specifically agreed and what Gulliksson deems appropriate for the assignment. The standard means of communication is email but usually, Gulliksson is able to adapt to the wishes of the client.

4.2 Communication over the Internet – Security aspects

The client is aware that communication over the Internet may pose a certain security risk. The client is also aware that email sometimes may be caught in spam filters or

similar. In cases where an important email has not been confirmed by Gulliksson, the client must make sure to receive confirmation by telephone.

If encryption is requested, Gulliksson will fulfil the necessary security standards for communication over the Internet through its encryption programs.

4.3 Contact details

Gulliksson's contact details are available on the Gulliksson website or on the specific contact details provided to the client within the scope of the performance of the assignment.

The client is at all times responsible for providing updated contact details to Gulliksson and ensuring that Gulliksson is able to contact the client.

4.4 Communication deficiencies

Gulliksson has the right to resign from the assignment without any liability in case Gulliksson does not obtain instructions or other information necessary for the performance of the assignment.

5. Confidentiality

5.1 Professional privilege

All Gulliksson employees are bound by statutory professional privilege and the Swedish Bar Association's Code of Conduct rules on legal professional privilege. This means that Gulliksson must have the client's consent when transferring client information during or after the performance of the assignment.

5.2 Statutory obligation to collect, keep and surrender information

For some assignments, Gulliksson may be obligated under law to collect and keep documents and information about the identity of the client or other person related to the assignment. For this purpose Gulliksson may be obligated to identify and check the client, e.g. by performing a credit control. Gulliksson may also be obligated to investigate the purpose of the assignment. Such measures may also be taken after the commencement or termination of the assignment. If Gulliksson does not obtain such information, Gulliksson may have a statutory obligation to resign from the assignment.

Gulliksson may be obligated under law or on the request of a competent authority to surrender such documents and information.

Gulliksson's above described obligations follow from e.g. the Swedish Act (2009:62) on Money Laundering and Terrorist Financing.

5.3 Other exceptions to professional privilege

Gulliksson's professional privilege does not include public or publically available information.

If a claim is raised by the client against Gulliksson, Gulliksson has the right to give information to its insurance company which is necessary in order to activate its third party liability insurance.

In cases of default payment, Gulliksson has the right to give information in order to enable a lawful claim in accordance with paragraph 6.5.

6. Fees, disbursements and invoicing

6.1 Fees

Gulliksson's fees are in line with the conditions on the market and in accordance with the Swedish Bar Association's Code of Conduct. If no specific agreement has been made, the fee is primarily based on the amount of time spent on the performance of the assignment. Gulliksson applies different hourly fees which are determined by the experience of the individual performing the assignment. The fees may also, depending on the nature of the assignment, be based on the following circumstances:

- a) The time constraints of the assignment;
- b) The complexity of the assignment and the skill and experience required for the performance of the assignment;
- c) The result achieved;
- d) The value of the assignment;
- e) The potential risks to which Gulliksson has been exposed;

The client may at his/hers request and in those cases where it is possible, receive a cost estimate for the performance of the assignment. Such cost estimates are not binding for Gulliksson but are merely estimations based on the information available to Gulliksson at the time of the client's request.

Gulliksson and the client may specifically agree on a maximum fee. This means that Gulliksson will not carry out any further work without entering into a new agreement with the client after the maximum fee has been incurred.

All fees are VAT excluded unless it is explicitly included.

6.2 Disbursements

Disbursements for travel, accommodation, database searches and other expenses arising due to the performance of the assignment is normally charged together with the charges for the fees. However, Gulliksson reserves the right to invoice such charges regularly. Gulliksson also has the right to request advance payment or to forward invoices for such disbursements to the client directly.

6.3 Invoicing

Gulliksson invoices the client regularly if not otherwise agreed upon. Regular invoicing generally occurs on a monthly basis.

Unless otherwise agreed, payment of invoices is due within 10 days. Interest will be charged in accordance with the Swedish Interest Act.

The client may contact Gulliksson to receive information of fees that have been incurred and of disbursements not yet invoiced.

Without prejudice to the right to legal action according to the terms for dispute solution (sections 6.5 and 11.1), Gulliksson has the right to terminate the assignment or other assignment performed by Gulliksson for the client immediately if payment is not made in accordance with the Conditions. Gulliksson is not liable for possible damage suffered by the client as the result of such termination.

6.4 Retainers

Gulliksson reserves the right to request a retainer or payment on account, both prior to the commencement of the assignment and during the performance of the assignment. The retainer will be used to settle future fees and disbursements. According to the Swedish Bar Association's Code of Conduct, a retainer must not supersede the expected total fees. Therefore, the retainer will usually be less than the final amount invoiced.

Gulliksson further reserves the right to use the retainer to settle the client's overdue amounts for other assignments.

6.5 Non-payment

Without prejudice to section 11.1 (Dispute Solution), Gulliksson reserves the right to normal legal recourse to recover overdue payments. Such recourse includes collection services, application for injunction to pay and referral to the general courts.

The client is aware that information that normally is covered by Gulliksson's legal professional privilege may become public when Gulliksson resorts to such recourse.

7. Legal expenses insurance

7.1 General information

The sections of chapter 7 apply to assignments which are covered by the client's legal expenses insurance. The terms of the legal expenses insurance is found in the terms and conditions of the insurance. The insurance companies do not compensate for VAT and generally apply a significant excess and a cap on the compensation amount.

7.2 How compensation is claimed

If the legal expenses insurance covers the assignment, the insurance company will as a general rule compensate within the framework of its terms and conditions when the assignment is ended through e.g. a judgment which has gained legal force, a settlement or in another manner.

Gulliksson will send a statement of all measures carried out under the assignment and the incurred fees to the insurance company at the completion of the assignment. However, the client is regularly invoiced during the performance of the assignment or in accordance with a specific agreement.

The insurance company will in exceptional cases pay a retainer or on account.

7.3 Extent of the compensation and the client's payment liability

The insurance companies will often approve an hourly fee under the terms and conditions of the insurance which is below the hourly rate applied by Gulliksson. The client is however liable for payment of the Gulliksson hourly fee for the assignment. The legal expenses approved by the insurance company do not affect the client's payment liability towards Gulliksson in any way.

After the compensation has been received from the insurance company and after possible outstanding amounts owed to Gulliksson have been deducted, the remaining compensation will be transferred to an account indicated by the client.

8. Limitation of liability

8.1 General information

Gulliksson is statutory liable to the client. In addition to statutory limitation of liability or limitations that follow under these Conditions, Gulliksson may apply further limitations of liability specific to certain assignments or parts of assignments. Further limitations of liability are always communicated with the client in writing prior to the commencement of such assignment and are only applicable when such written communication has occurred.

Gulliksson's liability towards the client shall be reduced by the amount due to the client through insurance subscribed to by the client or on the client's behalf, by amount due to the client by way of other insurance which covers the client, or by amount due to the client under an agreement or other undertaking of indemnity.

Gulliksson's limitation of liability applies to all employees of Gulliksson, both currently and previously employed. Gulliksson is the sole contractual party for any assignment and agreements are not concluded with any legal or physical person associated with Gulliksson (regardless of your explicit or inexplicit intention for the assignment to be carried out by specific persons). Therefore, no person (legal or physical) other than Gulliksson shall be responsible for the services provided unless otherwise stipulated by mandatory law. These Conditions are however applicable to all legal or physical persons associated with Gulliksson (e.g. share holders, board members, managing director, employees or consultants).

8.2 Liability limit

Gulliksson's liability is limited to the amount specified by the liability insurance at any given time with a maximum amount of 5 (five) million SEK.

Gulliksson undertakes to subscribe to a liability insurance amount of five million SEK. If the client wishes to increase the insurance amount it may be done at the client's expense.

8.3 Fulfilment of time schedule and termination of the assignment

In case of no specific agreement to the contrary, Gulliksson is not responsible or liable for the meeting of possible deadlines or that the assignment or part of the assignment cannot be completed within suggested time schedules. Further, Gulliksson is not responsible or liable in cases where the assignment cannot be commenced or completed due to circumstances outside Gulliksson control.

If Gulliksson is forced to terminate the assignment or the client relationship due to circumstances depending on the client, any legislation or the Swedish Bar Association's Code of Conduct, Gulliksson shall not be liable for any damage incurred to the client.

8.4 Third party liability

Gulliksson's advice is provided only in relation to the client unless otherwise specifically agreed. Therefore, Gulliksson is not liable for the client's use of such advice in relation to a third party.

If specifically agreed that a third party may rely on the advice of Gulliksson, Gulliksson is liable towards the third party to the same extent as towards the client. However, Gulliksson does not undertake any liability for its advice towards third parties. If Gulliksson pays any compensation to a third party, Gulliksson's compensation liability towards the client is reduced with a corresponding amount.

8.5 Financial advice and advice on fiscal planning etc.

Gulliksson does not provide financial or accounting advice or advice on the advantages of certain investment or transaction. Moreover, Gulliksson normally does not provide advice on fiscal matters. Gulliksson's liability for potential advice regarding possible fiscal consequences is limited to those consequences which the client could have evaded through alternative ordinary measures which were known at the time when the advice was provided and which could have been applied without increased costs or risks for the client.

8.6 Liability for external advisors

If Gulliksson on instructions from the client and under the performance of the assignment has engaged the services of an external advisor, Gulliksson assumes no responsibility or liability for such external advice or for recommending the external advisor to the client. Gulliksson only facilitates the contact with the external advisor who is independent of Gulliksson. This means e.g. that Gulliksson is not responsible or liable for external advisor's quotes and agreements on fees and disbursements.

Gulliksson shall inform the client of possible mistakes or negligence on part of the external advisor of which Gulliksson becomes aware. Gulliksson shall however take such measures which are necessary to enable the client to make a claim directly towards the advisor (e.g. through the assignment of claims).

9. Rights after termination of assignment

9.1 Intellectual Property

Gulliksson holds all intellectual property rights which are a result of the performance of the assignment. The client may use working material to which Gulliksson has granted that right for the purposes for which the material has been produced. All other use or dissemination of working material is prohibited.

9.2 Right to marketing

Gulliksson may refer in its marketing to assignments carried out by Gulliksson. Further, Gulliksson may mention circumstances from such assignments in its

marketing. This right only covers those assignments or circumstances which have become publically available.

If Gulliksson has reason to believe that the client may be damaged by such marketing, Gulliksson will request the client's consent prior to any marketing commences.

9.3 Original documents

After the assignment has been completed and at the request of the client, Gulliksson will send all relevant original documents which is owned by the client. However, Gulliksson reserves the right to keep copies of all documents which has been received or produced during the performance of the assignment.

10. Complaints and claims

10.1 General complaints

Gulliksson always strives to ensure that the client's expectations and needs are met during and after the performance of the assignment. If the client wants to make a complaint it should be done as soon as possible to the lawyer responsible for the client.

10.2 Claims against Gulliksson

If the client wants to make a claim against Gulliksson this shall be made immediately after the client becoming aware of the circumstances which form the basis of the claim or at least within twelve months of the day when client became aware of the relevant circumstances or should have become aware of the relevant circumstances if reasonable investigation had been carried out. In any event, such claim must be made within twelve months of Gulliksson's latest invoice for the assignment

Provided that Gulliksson indemnifies the client, Gulliksson is entitled to answer and to settle the claim on behalf of the client if the client's claim is based on claims made against the client by a third party. Gulliksson shall not be responsible or liable for the claim against the client if the client refuses Gulliksson such entitlement.

10.3 Right of recourse

If Gulliksson is liable against the client, the client is obligated to assign its right of recourse against third parties to Gulliksson or Gulliksson's insurer.

11. Miscellaneous

11.1 Dispute solution

Any dispute related to these Conditions or to the performance of the assignment shall be finally settled through arbitration in accordance with the rules of the Arbitration Institute of the Stockholm Chamber of Commerce.

The place of arbitration shall be Malmö, Sweden.

11.2 Interpretation of the Conditions

The headings of the Conditions are only to enable the reader's easy reading of the rules. Therefore, the heading shall not affect the interpretation of these Conditions.