

GENERAL TERMS AND CONDITIONS

1. Application and interpretation

- 1.1 These general terms and conditions apply to all services provided to clients by Kapatens AB ("Kapatens").
- 1.2 Your new or continuing instructions will amount to your acceptance of these general terms and conditions.
- 1.3 Subject to clause 14.1, any variations to these general terms and conditions must be agreed and recorded in writing before they take effect.

2. Identification and personal data

- 2.1 Kapatens may 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. Kapatens may consequently 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 individuals who are in ultimate control of you (so called beneficial owners) as well as documentation indicating the origin of funds and other assets. All information and documentation obtained will be retained by Kapatens.
- 2.2 By way of these General Terms and Conditions and through Kapatens' privacy notice as amended from time to time and available at our website, you are hereby informed that Kapatens processes your personal data for the purposes mentioned in this clause 2. Generally, Kapatens will also need to process the personal data of your representatives and beneficial owners for the same purposes. Our privacy notice informs you of your rights in relation to Kapatens' processing of your personal data. If you have any questions, kindly contact the responsible partner for the assignment or our personal data officer at team@kapatens.com.
- 2.3 Kapatens is required by law to disclose suspicions of money laundering or terrorism financing to the police authorities. Kapatens is not permitted to inform you that Kapatens has suspicions or that Kapatens has made or is contemplating making disclosures to the police authorities. In case of any suspicions of money laundering or terrorism financing Kapatens is required to decline or withdraw from the engagement.
- 2.4 Kapatens does not accept any liability for any loss or damage flowing directly or indirectly from Kapatens' compliance with Kapatens' duties (as Kapatens understands them) outlined in clauses 2.1 and 2.3.

3. Authority

When you instruct Kapatens, you thereby give Kapatens the right, unless you notify Kapatens otherwise, to take any action which Kapatens considers necessary or desirable to carry out the engagement. For instance, Kapatens shall have the right to engage other advisers and professionals and also to otherwise incur reasonable costs on your behalf. If Kapatens engages other advisers and professionals, Kapatens may ask that you contract them directly and thereby assume direct responsibility to them for the payment of their fees and costs.

4. Services

- 4.1 For each engagement one of Kapatens' partners will be primarily responsible for the provision of Kapatens' services

(the engagement partner). That partner has complete discretion to deploy such of Kapatens' other staff as he or she deems necessary or desirable to ensure appropriate delivery of the services.

- 4.2 Kapatens' advice is tailored to the circumstances in the particular engagement, the facts presented to Kapatens and your instructions. Accordingly, the advice may not be relied on in any other matter or used for any other purpose than that for which it was given.

5. Intellectual property rights

The copyright and other intellectual property rights in work products that Kapatens generates for you vest in us although you have the right to use such work products for the purposes for which they were provided. Unless expressly agreed otherwise, no document or other work product generated by Kapatens may be generally circulated or used for marketing purposes.

6. Confidentiality and disclosure

- 6.1 Kapatens will protect the information you disclose to Kapatens in an appropriate manner and in accordance with the relevant code of conduct.
- 6.2 Where Kapatens agrees to carry out an engagement for more than one client, Kapatens has the right to disclose such materials and other information that one of the clients has imparted to Kapatens to the other clients.
- 6.3 If Kapatens engages or liaises with other advisers or professionals in the course of an engagement, Kapatens may communicate to them all materials and other information which Kapatens believes may be relevant to assist them in advising or carrying out other work for you. The same applies to materials and other information that Kapatens has obtained as a consequence of the checks and verifications carried out by Kapatens according to clause 2.1.
- 6.4 If Kapatens does not charge VAT on Kapatens' services to you, Kapatens is required by law in some cases to provide information to the tax authorities concerning your VAT number and value of the delivered services. When you instruct Kapatens you are deemed to have consented to Kapatens providing this information to the tax authorities.

7. Fees and expenses

- 7.1 Kapatens' principles for charging fees are normally determined on the basis of a number of factors such as time spent, the complexity of the work, the qualifications, experiences and resources required, the amounts involved, the risks assumed (if any) by Kapatens, time constraints and the result achieved.
- 7.2 Kapatens is likely to incur certain expenses in addition to Kapatens' fees, which Kapatens expects you to pay if not agreed otherwise. 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.
- 7.3 All fees and expenses are exclusive of added tax, which will be charged where appropriate.

8. Invoicing and payment

- 8.1 Kapatens' normal practice is to send invoices on a monthly basis. Kapatens 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 or the part of the matter will set out the total amount of Kapatens' fees and expenses with the fees and expenses payable according to any preliminary invoice deducted.
- 8.2 In certain cases, Kapatens may request an advance payment. Such payment will be used to settle future invoices. The total amount of Kapatens' fee and expenses for the engagement may be more or less than the amount of the advance payment.
- 8.3 Each invoice sets out its due date (normally not less than 15 days from the invoice date). Interest on overdue payment will be calculated according to the Swedish Act on Interest.

9. Liability and limitations

- 9.1 Kapatens' liability for any loss or damage suffered by you as a result of negligence or other breach of contract on Kapatens' part shall in respect of each engagement be limited to the sum of 1 million SEK, if Kapatens' fee for the engagement concerned is less than one million SEK, five hundred thousand SEK.
- 9.2 Kapatens shall under no circumstances be held responsible for non-delivered production, profit or any other indirect damage, loss or consequential loss.
- 9.3 Kapatens' liability to you will be reduced by any amount which may be obtained under any insurance maintained by or for you 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.
- 9.4 Other advisers and professionals shall be deemed independent of Kapatens (and irrespective of whether Kapatens has engaged them or if you have engaged them directly). Hence, Kapatens assumes no liability for other advisers or professionals including, without limitation, for choosing or recommending them or for their advice or other services provided. The aforesaid applies regardless of whether they report to Kapatens or to you.
- 9.5 If you have accepted any exclusion or limitation of liability from any other adviser or professional, Kapatens' total liability to you shall be reduced by the amount of the contribution that Kapatens 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 Kapatens).
- 9.6 Kapatens shall not have any liability for any loss or damage suffered as a result of the use by you of Kapatens' work products or advice in any other context or for any other purpose than for which it was given. Except as provided in clause 9.9, Kapatens shall not have any liability to any third party through the use by you of Kapatens' work products or advice.
- 9.7 Unless the engagement specifically included the rendering of tax advice, Kapatens 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 Kapatens' services.

- 9.8 Kapatens will not accept any liability for any loss or damage suffered as a result of events beyond Kapatens' control, which events Kapatens reasonably could not have anticipated at the time we accepted the engagement and whose consequences Kapatens could not reasonably have avoided or overcome.
- 9.9 If, at your request, Kapatens agrees that an outside party may rely on Kapatens' work products or advice, this will not increase or otherwise affect Kapatens' liability to Kapatens' disadvantage, and Kapatens can only be held liable to such outside party to the extent Kapatens can be liable to you. Any amount payable to an outside party as a result of such liability will reduce Kapatens' liability to you correspondingly and vice versa. No client relationship with such outside party is assumed. The aforesaid applies also if, at your request, Kapatens issues certificates, opinions or the like to an outside party.
- 9.10 All limitations of liability applicable to Kapatens under these terms and conditions or any separate agreement with you will also inure in all respects to the benefit of, and apply to, any partner or former partner of Kapatens and any lawyer or any other person who is working or has worked for Kapatens or who is engaged or has been engaged by Kapatens.

10. Complaints and claims procedures

- 10.1 If, for any reason, you are dissatisfied with Kapatens' services or have a complaint, you should notify the relevant engagement partner as soon as possible.
- 10.2 Claims shall be submitted to Kapatens as soon as you have become aware of the circumstances giving rise to the claim. No claim may be made later than 185 days after the later (i) the date the last invoice was issued for the engagement to which the claim refers and (ii) the date the circumstances giving rise to the claim became known or could have become known to you after reasonable investigations.
- 10.3 If your claim is based on a claim against you by an authority or third party, Kapatens or Kapatens' 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 Kapatens. If you meet, settle, compromise or otherwise take any action in relation to such claim without Kapatens' consent, Kapatens will not accept any liability for such claim.
- 10.4 If you are reimbursed by Kapatens or Kapatens' insurers in respect of a claim, you shall, as a condition for such reimbursement, transfer the right to recourse against third parties to Kapatens or Kapatens' insurers by way of subrogation or assignment.

11. Professional indemnity insurance

Kapatens maintains professional indemnity insurance.

12. Termination of engagement

- 12.1 You may terminate Kapatens' engagement at any time by requesting Kapatens in writing to cease acting for you. If you do so, you must still pay Kapatens' fees for services provided and expenses incurred prior to the date of termination.

12.2 Law and the relevant code of conduct may set out circumstances that require or allow Kapatens to decline or withdraw from representing a client. Among other things, this may be the case in the event of inadequate client identification, suspicious 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 Kapatens decides to terminate Kapatens' engagement, you must still pay Kapatens' fees for services provided and expenses incurred prior to the date of termination. An engagement will in any event end when Kapatens has fulfilled your instructions in relation to that engagement.

13. Document retention

13.1 After the conclusion or termination of an engagement, Kapatens will keep (or store with third party) essentially all documents and work products accumulated or generated in a matter, whether on paper or electronically, for a period of time which Kapatens deems to be adequate for that particular type of engagement.

13.2 If you ask Kapatens to empty Kapatens' electronic files within Kapatens' document management system, Kapatens will observe your request to the extent permitted by law (but retain physical copy of each document or save them onto any electronic storage media) and normally against payment if the work involved is time-consuming.

13.3 Unless otherwise expressly agreed, all original documents will be sent to you at the conclusion or termination of an engagement. Kapatens may keep a copy of such documents for Kapatens' own records.

14. Amendments, prevailing terms and language versions

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

14.2 In case an engagement letter has been sent to you in respect of a particular engagement, the terms in the letter prevail if and to the extent there is any inconsistency between these general terms and conditions and the terms set out in such letter.

14.3 These general terms and conditions are produced in Swedish and in English. For clients domiciled in Sweden, the version in Swedish shall prevail. The version in English shall prevail for all other clients.

15. Governing law and dispute

15.1 These general terms and conditions and, if any, the engagement letter and all issues in connection with any of them, Kapatens' engagement and services shall be governed by and construed in accordance with substantive Swedish law.

15.2 Any dispute, controversy or claim arising out of or in connection with these general terms and conditions or, if any, the engagement letter or the breach, termination or invalidity thereof or regarding our engagement or services, 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 Kapatens and you agree to use Swedish.

15.3 All arbitral proceedings conducted with reference to clause 15.2 and all information disclosed 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. Such information, decision or award, may not, in any form, be disclosed to a third party without the express consent of the other party. A party shall however not be prevented from disclosing such information in order to preserve its rights versus the other party or an insurance policy underwriter or if the party is required to so disclose pursuant to mandatory law or stock exchange rules and regulations or similar.

15.4 Notwithstanding clause 15.2, Kapatens shall be entitled to commence proceedings for the payment of any amount due and disputed in any court with jurisdiction over you or any of your assets.