

Version 2014:2

GENERAL TERMS AND CONDITIONS FOR ADVOKATFIRMAN MORRIS AB (MORRIS LAW)

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

1. Our services

Our goal is to achieve your goals. We do this by providing you with the expertise and resources required in each assignment. At the beginning of an assignment, we usually agree on the scope of our services and who should work on the assignment. The scope can then be altered, increased or reduced and we may need to change the members in the team.

To develop personal relationships and our understanding of your business, one of our partners will be designated as your client relationship partner. This partner has an overall responsibility for our services towards you. There will also be an attorney who is responsible for our work in each matter.

The Agreement for services is an Agreement with the Law Firm and not with any individual associated with the Law Firm. We accept your assignment as a matter for the Law Firm and not for a private individual. This applies even if it is your express or implied intention that the work must be performed by a specific person or persons. All partners at the Law Firm and all persons working for or engaged by the Law Firm are covered by these terms and conditions and these persons have no personal liability towards you, unless otherwise provided by mandatory law.

2. Fees and expenses

We strive to provide legal services at attractive fees and we are always willing to discuss these with you. On request, we will provide

you with an estimate of our fees and, depending on the nature of the matter, we may also agree on a budget or another fee arrangement. All fees are exclusive of value added tax, sales tax and similar taxes, which will be charged under the law.

In addition to our fees, costs for travel and other expenses may be charged. Normally we pay limited expenses on your behalf and charge them to you, but we may ask for advance payment for expenses or forward the relevant invoice to you for payment.

3. Invoicing

Unless we agree otherwise, we will send you invoices on a monthly basis. We can also provide you with regular updates of the fees incurred.

Unless otherwise agreed, payment of invoices is due date within 15 days of the invoice date.

We will charge interest on any overdue amount from the due date until the date of payment, at the applicable rate of interest according to the Swedish Interest Act.

4. New clients

New clients may be asked for professional references.

In, certain matters, applicable legislation requires us to ascertain our client's identity and ownership, and to obtain information about the nature and purpose of the matter, before work is begun. We may therefore ask you to

provide us, among other things, with evidence of your identity and/or the identity of any other person involved in the matter on your behalf, and, in case of legal entities, the individuals having ultimate control over them, as well as information and documentation showing the origin of funds and other assets. We are also obliged to verify the information provided to us, and for this purpose may obtain information from external sources. We will retain all information that we have obtained in conjunction with these checks.

We are legally obliged to report suspicions of money laundering or financing of terrorism to the relevant financial intelligence unit. We are also prevented by law from informing you of suspicions or that a report has been, or will be, made to the Financial Intelligence Unit. Where there are suspicions of money laundering or financing of terrorism, we are obliged to decline or cease to act in the matter.

We cannot be held liable for loss or damage caused to you directly or indirectly as a consequence of our compliance with the obligations we have considered to be incumbent on us as above.

5. Personal data

The Law Firm is the data controller of personal data provided in connection with the assignment or as otherwise registered in connection with the preparation or administration of a matter. 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 administering and carrying out assignments. The personal data may furthermore form the basis of our market and client analysis and business and methods development and may also be used for statistical and risk management purposes. In

addition, we may use the data for marketing purposes.

By engaging us you are deemed to have accepted that we collect, store and process your personal data for the purposes mentioned in this paragraph 5. 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 accept such processing. If you wish to obtain information about the personal data that we process or if you have other questions about our personal data processing, you should contact us.

6. Advice

Our advice is tailored to the circumstances in the specific matter, the facts presented to us and the instructions you give us. Accordingly, the advice may not be relied on in any other matter or used for any purpose other than that for which it was given. Unless we agree otherwise, our advice in a particular matter does not include advice on potential tax consequences. Our advice include legal questions in the specific matter and we take no responsibility for consequences in considerations other than legal.

The lawyers of the firm are only qualified to give advice on the legal position in Sweden. Based on our general experience in dealing with other jurisdictions, we may express views on legal issues in another jurisdiction. This is merely intended to provide the benefit of our experience and does not constitute legal advice. However, we will be pleased to assist you in obtaining the necessary advice from lawyers qualified in other relevant jurisdictions.

While it is our policy in certain cases and on a general basis (e.g., by way of newsletters) to inform our clients and others of legal developments, the advice we give you in a matter is based on the legal position at the time it

is given. Unless we have specifically agreed otherwise, we do not undertake to update the advice we have provided to take account of subsequent changes in the legal position.

7. Limitation of liability

Our liability for pure economic loss caused to you as a consequence of error or negligence on our part in performing our work is limited to a sum of maximum five million Euros.

Our liability is limited to the damage that you suffer. Our liability to you will be reduced by any amount that 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 your agreement with the insurance provider or third party or your rights against the insurance provider or third party are thereby prejudiced.

We will not have any liability to any third party through the use by you of documents or other advice from the Law Firm.

Unless specifically agreed, we will not accept any liability arising from failure to meet any target date(s) or from failure to complete any part of work for you within a proposed time scale or if, due to events beyond our control, we are unable to start or continue work on a matter.

If we have agreed to advise on potential tax consequences, our liability does not cover any taxes payable by you, unless it was clear at the time of our advice that you could have achieved your commercial objectives using an alternative structure or method at no additional cost or risk and would thereby have permanently avoided the payment of such taxes.

Notwithstanding the other provisions of this paragraph 7, the Law Firm will at all times be liable to you for loss or damage caused by an intentional act or gross negligence.

All limitations of liability applicable to the Law Firm 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 the Law Firm and any lawyer or any other person who is working or has worked for the Law Firm or who is engaged or has been engaged by the Law Firm.

The Law Firm has liability insurance policies adapted to the needs of our business issued by wellknown insurance companies.

8. Working with other advisers

We have an extensive network of other advisers in Sweden and abroad and we will be happy to help you to identify and instruct other advisers for a particular matter.

If we instruct, engage and/or work together with other advisers, any such advisers will be considered to be independent of us and we assume no responsibility or liability for recommending them to you or for advice given by them, unless we specifically agree otherwise. We do not accept responsibility for fees or expenses charges by such advisers.

When we instruct other advisers we may, at your request, obtain fee quotes from them and/or agree fee arrangements with them. Although we will assist you in any responsibility for such quotes and/ or arrangements.

9. Communications

We communicate with our clients and other parties involved in a matter in a variety of ways, including via the internet and email. Although there are effective means of communication, they may involve risks for which we cannot accept any responsibility. If you would prefer that we do not communicate via the internet or email in relation to a matter, please notify your client relationship partner or the relevant matter partner.

Our spam and virus filters and security arrangements may sometimes reject or filter out legitimate email. Accordingly, you should follow up important emails by telephone.

10. Intellectual property rights and confidentiality

The copyright and any other intellectual property rights in all work products that we generate for clients vest in us, although you have the right to use such work products for the purposes for which they are provided. Unless agreed, no document or other work product generated by us may be generally circulated or used for marketing purposes.

We will protect the information you disclose to us in an appropriate manner in accordance with the codes of conduct applicable to members of the Swedish Bar Association and/or other relevant bar associations.

When a particular transaction has become publicly known, we may disclose our involvement on your behalf in our publicity material and on our website. Such disclosure may only contain information that is already in the public domain. If we have reason to believe that you may be concerned about our disclosure, we will seek your permission before disclosure is made.

If you permit us to engage or work with other advisers in the matter, we have the right to provide them with material and other information that we consider may be relevant in order for the adviser to be able to give advice to or perform services for you. The same applies to material and other information that we have received as a consequence of the checks and verifications that we have carried out pursuant to paragraph 5.

11. Conflicts of interest

We may be prevented from acting for a party if there is a conflict of interest in relation to

another client. We therefore check to ascertain whether there is a conflict of interest in accordance with the codes of conduct applicable to members of the Swedish Bar Association and/or other relevant bar associations. Notwithstanding such controls, circumstances may arise that prevent us from acting for you in an ongoing or future matter. If this occurs, we strive to treat our clients equally, taking account of the codes of conduct applicable to members of the Swedish Bar Association and/or other relevant bar associations. Accordingly, it is important before and during the matter that you provide us with the information you consider may be relevant to determine whether or not there is an actual or potential conflict of interest.

12. Document retention

During the life of a matter, we may store documents and work products produced by us or by you or a third party electronically in a matter-centric system in order to provide the team working for you with easy access to necessary information.

After the conclusion of a matter, we will keep (or store with a third party) all documents and work products generated in a matter, whether on paper or electronically, that we consider to be significant, for a period that we deem to be adequate for that particular type of matter, however under no circumstances for a period shorter than that required under the rules of the relevant bar association.

13. Reporting of vat registration and fees

We are legally obliged in some cases to provide information to the tax authorities on your VAT registration number and the value of the services we have provided to you. By engaging the Law Firm, you are deemed to accept that we will provide such information to the tax authorities in accordance with current regulations.

14. Claims procedures

We are committed to ensuring that you are satisfied with our services and that we meet your expectations. If you, for any reason, are dissatisfied or have a complaint, you should notify the client relationship partner or the relevant matter lawyer as soon as possible. We will investigate your complaint and endeavor to answer any questions you may have.

Any claim relating to any matter on which any legal entity of the Law Firm has advised you should be made as soon as you have become aware of the relevant circumstances. No claim may be made more than twelve months after the later of (i) the date the invoice was issued for the matter to which the claim refers or (ii) the date the relevant circumstances were known to you or could have become known to you after reasonable investigations.

If your claim against us is based on a claim against you by a third party or any tax authority or other public authority, we will be entitled to answer and settle such claim on your behalf, provided you are indemnified by us. If you settle, compromise or otherwise take any action relating to such claim without the consent of us, we will have no liability for such claim.

If you are reimbursed by us for any claim, then, as a condition for such reimbursement, you will be obliged to transfer the right of recourse against third parties by way of subrogation or assignment to us or to our insurers.

Clients who are consumers have the right to turn to the Swedish Bar Association's Consumer Disputes Committee under certain conditions: www.advokatsamfundet.se/konsumenttvistnamnden. In this context, a consumer is a natural person who is acting for purposes not related to the persons' business or professional area. Recourse to the Consumer Disputes Board shall be in writing

and within a year after the complaint was made in writing to the Morris Law. A prerequisite for the dispute to be examined by the Swedish Bar Association's Consumer Disputes Committee is that it is not being and has not been dealt with or settled by a court. If the client has not contacted Morris Law to discuss the complaint and try to reach a solution and instead directly turns to the Swedish Bar Association's Consumer Disputes Committee to have the dispute examined, the Committee may dismiss the application.

15. Amendments

These terms and conditions may be amended by us from time to time. The latest version can always be viewed on our website: www.morrislaw.se. Amendments to the terms and conditions will become effective only in relation to matters initiated after the amended version is posted on our website.

16. Different language versions

These terms and conditions have been produced in Swedish and English. The Swedish version applies to clients domiciled in Sweden. The English version applies to all other clients.

17. Governing law and jurisdiction

Our assignment and these terms and conditions are governed by and will be construed in accordance with Swedish substantive law. Any dispute in connection with these terms and conditions or our assignment for you, will be finally settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The place of the arbitration will be Gothenburg, Sweden. Notwithstanding the other provisions of this paragraph, we will be entitled to commence proceedings for the payment of

any amount due to us in any court with jurisdiction over you or any of your assets..
