

These terms and conditions apply to all services provided to clients by Mannheim Swartling Advokatbyrå AB, Mannheim Swartling Ryssland Advokataktiebolag, Mannheim Swartling Advokatbyrå LLP, Mannheim Swartling Hong Kong Ltd and their branches in any jurisdiction (individually and jointly the "Firm" or "we"). The terms and conditions do not apply to the services of Dr Thomas Kaiser-Stockmann's notarial office at our office in Berlin. The codes of conduct applicable to members of the Swedish Bar Association and/or other relevant bar associations also apply to the services provided by the Firm.

1. Team and services

1.1 We work in teams in order to provide you with the expertise and resources required in each matter. At the outset of a matter, we normally agree the scope of our services, our commitment in that particular matter and the persons that will handle your work. The scope may thereafter be changed, expanded or reduced, and we may have to change the members of the team. If required by the rules of the relevant bar association, we will provide you with a written letter of engagement.

1.2 In order to develop personal relations and our understanding of your business, one of our partners will be designated as your client relationship partner. This partner has overall responsibility for our services to you. There will also be a partner responsible for our work in each particular matter. This may be your client relationship partner or another partner with relevant expertise.

1.3 The contract for services is a contract between you and the relevant legal entity of the Firm and not with any individual associated with the Firm. The instructions are instructions to the Firm and not to an individual partner. This applies even if it is your express or implied intention that the work be carried out by a specific person(s). Notwithstanding this, all partners of the Firm and all persons working for, or engaged by, the Firm shall have the benefit of these terms and conditions and under no circumstances shall these persons have any personal liability to you, except as provided by mandatory law.

1.4 For the purposes of these terms and conditions, all aspects of a transaction or a business arrangement shall be considered to be one matter, irrespective of whether it involves several affiliated entities, is dealt with by separate teams within the Firm or separate invoices are issued.

2. Fees and expenses

2.1 We endeavour to provide legal services at fee rates that provide good value for money and we are always willing to discuss our fees with you. Upon request, we will provide you with an estimate at the outset of a matter and, depending on the nature of the matter, we may also agree upon a budget, milestones or another fee arrangement. We will revise our estimate, budget or other fee arrangement when we have reason to believe that it is no longer accurate. All fees are exclusive of value added tax, sales tax and similar taxes, which will (if required) be charged at the statutory rate applicable in the relevant jurisdiction.

2.2 Our fees always accord with the rules of the relevant bar association. Unless we agree otherwise, our fees are determined on the basis of a number of factors such as: (i) time spent; (ii) qualifications, experience and resources required; (iii) amounts involved; (iv) the risks assumed (if any); (v) time constraints; and (vi) the result achieved.

2.3 In addition to our fees, disbursements for travel and other expenses may be charged. Although we normally pay limited expenses on your behalf and charge them to you, we may ask you to advance the amount of any expenses or forward the relevant invoice to you for payment.

3. Invoicing

3.1 We believe that regular invoices are a good way to keep you up-to-date on fees incurred and to avoid surprises at the conclusion of a matter. Unless we agree otherwise, we may send you invoices on a monthly basis. We can also provide you with regular updates of the fees incurred.

3.2 Instead of issuing an invoice for a fee reflecting the work performed during the relevant time period, we may issue a preliminary invoice "on account" of our fee. In such cases, the final invoice for the matter will set out the total amount of our fee with the fees paid "on account" deducted.

3.3 In certain cases, we will request a retainer before we commence work. Such retainer will be used to settle future invoices. The total amount of our fee for the matter may be more or less than the amount of the retainer.

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

3.5 We will charge interest on any overdue amount from the due date until the date of payment at the rate determined by the Swedish Interest Act as regards invoices issued by Mannheim Swartling Advokatbyrå AB and on other invoices at a rate of 10 per cent per annum.

4. Client identification procedures

Applicable legislation requires us to obtain and retain satisfactory evidence of the identity of our clients in certain matters. Therefore, we may be required to ask you to provide us with evidence of your identity and/or your company and/or any other person involved in the matter on your behalf. New clients may also be asked for professional references.

5. Advice

5.1 Our advice to you is tailored to the particular matter and the facts presented to us. 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. Unless we agree otherwise, our advice in a particular matter does not include advice on potential tax consequences.

5.2 The lawyers of the Firm are only qualified to give advice on the law of the jurisdiction in which they are authorised to practice law (Swedish, German, Russian, New York or EU law) and we do not provide advice on the laws of any other jurisdiction. In

China, we are permitted to provide advice on the impact of the Chinese legal and business environment on a matter. 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 would be pleased to assist you in obtaining the necessary advice from lawyers qualified in the relevant jurisdiction.

5.3 Advice on New York law will only be given by lawyers at Mannheimer Swartling Advokatbyrå LLP ("MSA New York") and, unless agreed otherwise, advice from any lawyer in any other legal entity of the Firm does not include any aspects of New York law.

6. Limitation of liability

6.1 In addition to the limitations of liability set forth in Clauses 6.2 and 6.3, we may apply financial limitations on our liability for certain types of assignments. Such financial limitations will be communicated to you at the outset of a matter or a particular assignment within a matter.

6.2 Our liability to you will be reduced by any amount which may be obtained under any insurance maintained by or for or under any contract or indemnity to which you are a party or a beneficiary, unless it is contrary to your agreement with such insurance provider or third party or your rights against such insurance provider or third party may be prejudiced thereby.

6.3 The Firm will not under any circumstances whatsoever be liable for any loss of production, loss of profit or any other indirect or consequential damage or loss. Except as provided in Clause 6.4, we shall not have any liability to any third party through the use by you of documents or other advice from the 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.

6.4 If we have agreed to advise on potential tax consequences, our liability does not cover any amount of 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 thereby would have permanently avoided the payment of such taxes.

6.5 If we, at your request, agree that a third party may rely on a document produced by us or on advice provided by us, this will not increase or otherwise affect our liability, and we will only be liable to such third party to the extent we would be liable to you. Any amount paid to a third party as a result of such liability will reduce our liability to you correspondingly and vice versa. If we agree that a third party may rely on a document produced by us or on advice provided by us, we will not assume any client relationship with such third party.

6.6 Notwithstanding the other provisions of this Clause (Clause 6), the branch of the Firm operating in Germany ("MSA Germany") will at all times be liable to you for damage caused by an intentional act or gross negligence of the partners of MSA Germany and all persons working for or engaged by MSA Germany and for personal injury negligently caused.

6.7 Clauses 6.1 to 6.3 do not apply to services provided by MSA New York. Other provisions herein purporting to limit personal liability for malpractice in relation to lawyers practicing at MSA New York shall only apply to the extent permitted by law.

6.8 All limitations of liability applicable to the 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 Firm and any lawyer or any

other person who is working or has worked for the Firm or who is engaged or has been engaged by the Firm.

7. Working with other professional advisers

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

7.2 If we instruct, engage and/or work together with other professional advisers, any such professional advisers shall 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 charged by such advisers. Any authority to instruct professional advisers includes authority to accept a limitation of liability on your behalf.

7.3 When we instruct other professional 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 discussions with other professional advisers, we do not assume any responsibility for such quotes and/or arrangements.

7.4 If several professional advisers are liable to you in relation to the same loss or damage, our liability for loss or damage suffered by you will be limited to the proportion which our share of the total fees payable to all advisers bears to the sum of the fees to all advisers (regardless of whether such other advisers have excluded or limited their liability or would have been unable to pay their part of the total claim).

7.5 If another adviser's liability to you is more limited than our liability, any liability we might have to you as a result of any joint and several liability which we may have with such other adviser will be reduced by the amount of the contribution we would have been able to recover from that adviser if its liability to you had not been so limited (and regardless of whether that other adviser would have been able to pay the contribution to us).

8. Communications

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

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

9. Intellectual property rights and confidentiality

9.1 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 specifically agreed, no document or other work product generated by us may be generally circulated or used for marketing purposes.

9.2 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, unless we are required to disclose it by law.

9.3 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 such disclosure is made.

10. Document retention

10.1 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.

10.2 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, which we consider to be significant, for a time period which we deem to be adequate for that particular type of matter, however under no circumstances for a time period shorter than that required under the rules of the relevant bar association.

10.3 Unless otherwise agreed, all original documents will be sent to you at the end of a matter. We may keep a copy of such documents for our own records.

11. Market Abuse Directive

11.1 We expect you to tell us when you require us to establish and maintain an insider list to comply with your obligations under the Market Abuse Directive (2003/6/EC) and the Directive's underlying rules (jointly referred to as "MAR"). If you request a copy of an insider list that you have instructed us to maintain, we will provide it as soon as possible at any time within a period of five years and one day after the list was prepared or dated. You are required to keep confidential any insider list provided by us and to use it only in order to comply with MAR.

11.2 We will take all necessary steps to ensure that any person whose name is on an insider list is aware of and acknowledges the legal and regulatory duties entailed and is aware of the sanctions for misuse or improper circulation of price sensitive information.

12. Claims procedures

12.1 We are committed to ensuring that you are satisfied with our services and that we meet your expectations. If, for any reason, you are dissatisfied or have a complaint, you should notify the client relationship partner or the relevant matter partner as soon as possible. Alternatively, you may also contact our managing partner at managing.partner@msa.se. At your request, the managing partner, together with a partner that has not been involved in the matter, will investigate your complaint and attempt to answer any questions you may have.

12.2 Any claim relating to any matter on which any legal entity of the Firm has advised you should be made to our managing partner 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 last 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. The limitation period for claims against MSA Germany will always be at least three years from the earlier of: (i) the date the claim arose; and (ii) the termination of our appointment. The limitation period for claims against MSA New York will be in accordance with applicable law.

12.3 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 shall 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 our managing partner, we will have no liability for such claim.

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

13. Changes

These terms and conditions may be amended by us from time to time. The latest version can always be viewed on our website: www.mannheimerswartling.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. A copy of the latest version of these terms and conditions will be sent to you on request.

14. Different language versions

These terms and conditions are produced in Swedish, German and English. For clients domiciled in Sweden, the Swedish version shall prevail. For clients domiciled in Germany, Austria or Switzerland, the German version shall prevail. For all other clients, the English version shall prevail.

15. Governing law and jurisdiction

15.1 These terms and conditions and all issues regarding them or any matter on which we have advised you shall be governed by and construed in accordance with substantive Swedish law.

15.2 With the exception of what is stated in Clauses 15.3 and 15.4, any dispute, controversy or claim which may arise out of or in connection with these terms and conditions or the breach, termination or invalidity thereof or regarding any matter on which we have advised or failed to advise you, shall be finally settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The place of arbitration shall be Stockholm, Sweden.

15.3 Any dispute, controversy or claim as defined in Clause 15.2 in connection with the contract between MSA Germany and you shall, at your request, be finally settled according to the Arbitration Rules of the German Institution of Arbitration e.V. (DIS) without recourse to the ordinary courts of law unless otherwise provided in Clause 15.5 below. The place of arbitration shall be Frankfurt am Main, Germany. The chairman of the arbitral tribunal must be qualified to hold judicial office as set forth in Section 5 of the German Judiciary Act (Deutsches Richtergesetz). In the event any party requests arbitration pursuant to this Clause 15.3, then all disputes arising between you and any and all legal entities of the Firm arising out of the same matter shall be resolved by the same tribunal and in accordance with this Clause 15.3. However, if a dispute between you and any legal entity of the Firm is already pending before another arbitral tribunal in relation to the same matter, that tribunal shall resolve all disputes in relation to that matter according to the arbitration agreement applicable to the pending arbitration.

15.4 In the event that a dispute concerning our fees arises between you and MSA New York, you may have the right to arbitrate the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which will be provided to you by MSA New York upon your request.

15.5 Notwithstanding Clauses 15.2 to 15.4, we shall 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.