

GENERAL TERMS AND CONDITIONS (E 2009:1)

1. Application and interpretation

1.1 These general terms and conditions apply to all services provided to clients by Advokatfirman Vinge KB, Advokatfirman Vinge AB, their branches and associated companies (individually and jointly "Vinge", "we", "us" or "our").

1.2 Your new or continuing instructions will amount to your acceptance of these general terms and conditions.

1.3 In providing our services, we are required to observe the code of conduct established by the Swedish Bar Association as well as other relevant bar associations (including the Council of Bars and Law Societies in Europe (CCBE) in respect of cross-border activities within the European Economic Area).

1.4 Subject to clause 17.1, any variations to these general terms and conditions must be agreed and recorded in writing before they take effect.

1.5 For the purpose of these general terms and conditions and, if any, the engagement letter, all aspects of a matter shall altogether be considered to be one engagement, irrespective of whether it involves several entities or individuals, is dealt with by separate teams within Vinge, addresses several areas of law or whether separate invoices are issued or we are acting for several entities or individuals.

1.6 Your relationship is with a legal entity of Vinge and not with any other entity or individual associated with Vinge (even if your express or implied intention is that the services be carried out by specific individual(s)). Hence, none other (be it an entity or an individual) than the relevant legal entity of Vinge shall have any liability for services provided except as may be provided under mandatory law.

1.7 Under any circumstances and irrespective of anything to the contrary in clause 1.6, any entity and individual associated with a legal entity of Vinge (for instance shareholders, directors, employees or consultants) shall have the benefit of these general terms and conditions and any engagement letter (including but not limited to the limitations of liability applicable to Vinge).

2. Client identification

2.1 New clients may be asked for professional references.

2.2 In respect of certain engagements we are under a legal obligation to check the identity of our clients and their ownership structure as well as seek information about the nature and objectives of the matter and the client's relationship with us, as a rule before our work commences. We may consequently among other things 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 individual who is in ultimate control of you as well as information and documentation indicating the origin of funds and other assets. In addition, we are under a duty to verify the information and for these purposes we may obtain information from external sources, for instance data bases. All information and documentation obtained will be retained by us.

2.3 We are required by law to disclose suspicions of money laundering or terrorism financing to the police authorities. We are not permitted to inform you that we have suspicions or that we have made or are contemplating making disclosures to the police authorities. In case of any suspicions of money laundering or terrorism financing we are required to decline or withdraw from the engagement.

2.4 We do not accept any liability for any loss or damage flowing directly or indirectly from our compliance with our duties (as we understand them) outlined in clauses 2.2 and 2.3.

3. Type and scope of engagement

The type and scope of engagement will normally be confirmed at the outset of each individual engagement and sometimes also documented in an engagement letter. However, the type and scope may thereafter be changed, expanded or reduced.

4. Giving of advice

4.1 Our advice is tailored to the circumstances in the particular engagement, the facts presented to us 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.

4.2 If not expressly agreed otherwise, our advice in an engagement does not include potential tax consequences unless the particular engagement concerns tax consultancy.

4.3 We do not provide financial or accounting advice or advice on the merits of an investment or a transaction. Neither do we provide recommendations from a commercial perspective as to whether or not you should consummate a particular investment or transaction.

4.4 A lawyer at Vinge is able to give advice only on the law of the jurisdiction in which he or she is qualified 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. Based on our general experience in dealing with other jurisdictions, we may express views on legal issues in another jurisdiction. This is however merely intended to provide the benefit of our experience and does not constitute advice. However, we would be pleased to assist you in obtaining the necessary advice from lawyers qualified in the relevant jurisdiction.

4.5 Whilst it is our policy to inform our clients and others of legal developments on an ad hoc basis by way of general updates and marketing material, our advice is given to you on the basis of the law as at the date of the advice. We assume no responsibility and will not be liable to update the advice to take into account changes in the law after that date unless we expressly agree otherwise.

5. Market Abuse Directive

We expect that you inform us when we are required 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.

6. Communication

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

6.2 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.

7. Intellectual property rights

The copyright and other intellectual property rights in work products that we generate 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 us may be generally circulated or used for marketing purposes.

8. Confidentiality

8.1 We will protect the information you disclose to us in an appropriate manner and in accordance with the relevant code of conduct. We are however in certain instances required by law or permitted by the relevant code of conduct to disclose such information.

8.2 When a particular matter 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 about the matter 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.

8.3 If you admit that we engage or liaise with other advisers or professionals, we may communicate to them all material and other information which we believe may be relevant to assist them in advising you or carrying out work for you. The same applies in respect of material and other information that we have obtained as a consequence of the checks and verifications carried out by us according to clause 2.2.

9. Client service team

9.1 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 shall have overall responsibility for our services to you.

9.2 We work in teams in order to provide you with the expertise and resources required in each engagement. One of our partners will be responsible for our services in each particular engagement. This may be your client relationship partner or another partner with relevant expertise. At the outset of an engagement, we normally agree on the team members. However, we may thereafter have to change the members of the team.

10. Other advisers and professionals

10.1 If we engage or work together with other advisers or professionals, any such adviser or professional shall be considered to be independent of us and, unless we expressly agree otherwise, we assume no responsibility or liability for choosing them or recommending them to you or for advice given or work carried out by them irrespective of whether they report to you or to us. Any authority to engage advisers and professionals on your behalf includes authority to accept limitations of liability unless you instruct us otherwise.

10.2 We do not accept responsibility for fees or expenses charged by other advisers or professionals. When we engage other advisers or professionals it will be on your behalf and we may, at your request, obtain fee quotes or agree fee arrangements. Although we will assist you in any discussions with other advisers or professionals in this regard, we do not assume any responsibility or liability for such quotes or arrangements.

10.3 If several advisers or professionals 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 fee bears to the sum of the fees payable to all advisers and professionals (regardless of whether the other advisers or professionals have excluded or limited their liability or would be unable to pay their part of the total claim).

10.4 If another adviser's or professional'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 with such other adviser or professional will be reduced by the amount of the contribution we would have been able to recover from that adviser or professional if its liability to you had not been so limited (and regardless of whether that other adviser or professional would have been able to pay the contribution to us).

11. Fees and expenses

11.1 Our principles for charging fees follow the relevant code of conduct. Our fees are normally determined on the basis of a number of factors such as time spent, the complexity of the work, the qualifications, experience and resources required, the amounts involved, the risks assumed (if any) by Vinge, time constraints and the result achieved.

11.2 Upon request, we can, wherever possible, provide you with an estimate of our likely fees at the outset of an engagement, and update you on the fees incurred as work progresses. Estimates are based on information available to us at the time and cannot be regarded as fixed quotes.

11.3 We are likely to incur certain expenses in addition to our fees, which we expect you to pay. 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. With regard to photocopying, fax and telephone charges, we may charge you a fixed sum of 1.5 % of our fee.

11.4 All fees and expenses are exclusive of value added tax, which will be charged where appropriate.

12. Invoicing and payment

12.1 Our normal practice is to send invoices on a monthly basis. We 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 part of the matter will set out the total amount of our fees and expenses with the fees and expenses payable according to any preliminary invoice deducted.

12.2 In certain cases, we may request an advance payment. Such payment will be used to settle future invoices. The total amount of our fee and expenses for the engagement may be more or less than the amount of the advance payment.

12.3 Each invoice sets out its due date (normally not less than 15 days from the invoice's date). If an invoice is not paid, interest on the balance owing will be charged at the statutory rate applicable (or, in the absence of any such statutory rate, 10 per cent) from the due date until receipt of payment.

12.4 In litigation and arbitration, the losing party can be ordered to pay the costs (including legal fees) of the winning party. It is however in the rarest cases that all the legal expenses the winning party has incurred will be recoverable from the losing party. Irrespective of whether you should be the winning or losing party you must pay our fees for services rendered and expenses incurred in representing you in litigation or arbitration.

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

12.6 If you ask us to address an invoice to someone else, we may accommodate your request only if it is evident that the arrangement will not violate any laws, the identity and other matters outlined in clause 2 have been verified in respect of the addressee and that you, on demand, will promptly pay any amounts which have not been paid by the due date. No client relationship with such addressee is assumed.

12.7 If in relation to amounts payable to us you are required under the applicable tax regime to withhold or deduct any amount, you will also pay to us an amount equal to that withheld or deducted so that the amount received by us always corresponds to that payable to us.

13. Limitation of liability

13.1 Our liability for any loss or damage suffered by you as a result of negligence or other breach of contract on our part shall not include reduction or loss of production, turnover or profit or other indirect loss or damage or consequential loss or damage regardless of whether the loss or damage was difficult to anticipate or not.

13.2 Our liability to you will be reduced by any amount which 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 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.

13.3 We shall not have any liability for any loss or damage suffered as a result of the use by you of our work products or advice in any other context or for any other purpose than for which it was given. Except as provided in clause 13.5, we shall not have any liability to any third party through the use by you of our work products or advice.

13.4 We will not accept any liability for any loss or damage suffered as a result of events beyond our control, which events we reasonably could not have anticipated at the time we accepted the engagement and whose consequences we could not reasonably have avoided or overcome.

13.5 If, at your request, we agree that an outside party may rely on a our work products or advice, this will not increase or otherwise affect our liability, and we will only be liable to such outside party to the extent we would have been liable to you. Any amount payable to an outside party as a result of such liability will reduce our liability to you correspondingly and vice versa. No client relationship with such outside party is assumed. The aforesaid applies also if, at your request, we issue certificates, opinions or the like to an outside party.

14. Complaints and claims procedure

14.1 If, for any reason, you are dissatisfied with our services or have a complaint, you should notify your client relationship partner or the relevant engagement partner as soon as possible. You may also contact our partner in charge of risk and quality management (contact details are found on our website www.vinge.se and "Contact Us"), who, together with a partner who has not been involved in the matter, will investigate your complaint.

14.2 Claims shall be submitted to our partner in charge of risk and quality management (contact details are found on our website www.vinge.se and "Contact Us") as soon as you have become aware of the circumstances giving rise to the claim. No claim may be made later than 365 days after the later of (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 to you or could have become known to you after reasonable investigations.

14.3 If your claim is based on a claim against you by an authority or other third party, we or our 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 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 such claim.

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

15. Termination of engagement

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

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

15.3 With regard to conflicts of interest, we cannot as a rule represent a party if there is a conflict of interest with other clients. Therefore, we will conduct a search for actual or potential conflicts of interest before accepting an engagement. Even so, potential conflicts of interest which we are not aware of at this time may arise and preclude us from representing you in pending or future matters. In addressing that possibility, we seek to be fair to our clients taking into consideration the relevant code of conduct. In this connection, it is important that you at the outset of and during the course of our engagement provide us with any information that you believe may be pertinent to establish whether any actual or potential conflict of interest exists.

16. Document retention

16.1 After the conclusion or termination of an engagement, we will keep (or store with a 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 we deem to be adequate for that particular type of engagement, however under no circumstances for a period of time shorter than that required by law or under the relevant code of conduct.

16.2 Since we are under an obligation to retain essentially all documents and work products accumulated or generated in a matter, we will not be able to meet any request by you to return (without making a copy) or destroy a document or work product in advance of the expiration of the retention period. If you ask us to empty our electronic files within our document management system, we will observe your request to the extent permitted by law and the relevant code of conduct (but retain a physical copy of each document or save them onto any electronic storage media) and normally against payment if the work involved is time-consuming.

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

17. Amendments, prevailing terms and language versions

17.1 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.vinge.se. Amendments will become effective only in relation to matters initiated after the amended version was posted on our website.

17.2 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.

17.3 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.

18. Governing Law and Dispute Resolution

18.1 These general terms and conditions and, if any, the engagement letter and all issues in connection with any of them, our engagement and any matter on which we have advised or failed to advise shall be governed by and construed in accordance with substantive Swedish law.

18.2 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 any matter on which we have advised or failed to advise, 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 we and you agree to use Swedish.

18.3 All arbitral proceedings conducted with reference to clause 18.2 and all information disclosed in the course of such arbitral proceedings, as well as any decision or award that is 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 if the party is required to so disclose pursuant to mandatory law or stock exchange rules and regulations or similar.

18.4 Notwithstanding clause 18.2, Vinge shall be entitled to commence proceedings for the payment of any amount due in any court with jurisdiction over you or any of your assets.