

Standard terms and conditions

SEB Corporate Finance, Skandinaviska Enskilda Banken AB

1 General

- 1.1 These Standard Terms and Conditions supplement the Engagement Letter entered into between the parties in connection with the Assignment (as described in the Engagement Letter). In the event of any conflict between the Engagement Letter and the Standard Terms and Conditions, the Engagement Letter shall prevail. In these terms and conditions SEB is an abbreviation for the Investment Banking/Corporate Finance unit within Skandinaviska Enskilda Banken AB (publ) and its branches and subsidiaries. Any portion of the services to be provided by SEB hereunder that constitute regulated broker/dealer activity under the applicable laws, rules or regulations of the United States of America (the "U.S." and U.S. Regulated Activities") shall be performed or supervised by SEB's wholly owned subsidiary, SEB Securities Inc. ("SEBSI"). SEBSI is a U.S. registered broker/dealer and FINRA member. The term SEB as used herein shall be deemed to include SEBSI in relation only to any U.S. Regulated Activity conducted by SEBSI hereunder.
- 1.2 Capitalised terms used in these Standard Terms and Conditions that are not defined herein shall have the meaning ascribed to such terms in the Engagement Letter.
- 1.3 Application of the Standard Terms and Conditions is subject to the Engagement Letter being accepted by the parties thereto. The Engagement Letter and the Standard Terms and Conditions shall then apply from the date on which SEB starts preparations or work with a view to provide its services in connection with the Assignment, even if the Engagement Letter at that point in time had not yet been signed.
- 1.4 SEB does not assume any responsibility that the Assignment can be implemented in accordance with the wishes of the Client, whether this is due to market conditions, developments under the Client's control, or other factors.
- 1.5 SEB assumes that no such information or circumstances arise during due diligence or otherwise which would cause SEB to reassess its position on its assistance. In the event that any of the underlying assumptions related to the Client's duties prove materially inaccurate, SEB has the right to terminate or renegotiate the Assignment and nothing in these Standard Terms and Conditions or the Engagement Letter shall be construed as an obligation on the part of SEB to enter into any underwriting agreement or to purchase, subscribe or otherwise underwrite any securities.
- 1.6 Unless expressly agreed in writing, SEB does not accept responsibility for the accounting or other data and commercial assumptions on which any valuation is based. The Client is solely responsible for assessing and evaluating any valuation provided, including its basis.

- 1.7 If, in connection with the Assignment, SEB agrees to carry out any work or act in any capacity not provided for in the Engagement Letter, except insofar as it is the subject of a separate agreement, the Client and SEB shall review the basis of remuneration set out in the Engagement Letter.

2 Value Added Tax, Government Duties and Payment Terms

- 2.1 All amounts specified in these Standard Terms and Conditions and the Engagement Letter are exclusive of value added tax and other government duties, including fines and taxes that accumulate because of non-payment or late payment of value added tax (at the fault of the Client) and to the extent that value added tax or other government duties are fully or partly payable on commissions, fees, services, SEB's direct expenses or other outputs, these charges shall be additional and shall be invoiced to the Client.
- 2.2 Payment shall be received by SEB as per the date specified in the Engagement Letter, or failing that, in the invoice. Payments due may not be set-off or counter claimed unless such counter claim is undisputed. SEB has the right to charge a reminder fee and interest on overdue payments as per applicable law and customs in the market where the Assignment is carried out. If the Client's payment is overdue, SEB has the right to temporarily discontinue the Assignment and extend the term of the Engagement.

3 Cost and charges - reimbursement of Expenses

- 3.1 SEB will provide the Client with information on costs and charges, which may be provided by SEB on an aggregated basis. The Client may, however, request additional information on costs and charges.
- 3.2 The Client shall pay SEB's external and internal direct expenses related to the Assignment. The expenses may be invoiced on an ongoing basis.
- 3.3 Expenses from external advisors/suppliers may be invoiced directly to the Client from such advisor/supplier. When such expenses are to be invoiced directly to the Client, SEB and the Client agree, subject to any applicable law or regulation, that SEB shall also be regarded as the client in relation to the external advisor/supplier to the extent that SEB shall be able to instruct the relevant advisor/supplier and have the right to receive all relevant information from such advisor/supplier.

4 The Client's Duties in General

- 4.1 The Client undertakes to provide SEB with all information which may be of importance to the advice from SEB and SEB's fulfilment of the Assignment, including informing SEB on an ongoing basis of the strategies, plans and other information of material relevance to the Assignment. The Client shall also provide SEB access to all other information it requests

that is of relevance to the Assignment and SEB shall be allowed to contact any internal or external advisors or relevant employees of the Client to procure any such information they possess. The Client shall release its advisors from confidentiality or secrecy obligations.

- 4.2 The Client shall notify SEB of any changes in relation to information previously provided to SEB without undue delay. If the Client becomes aware of threatened or actual legal proceedings that may be relevant to the Assignment, the Client shall, subject to any applicable law, regulation or restriction, immediately inform SEB of such action.
- 4.3 Press releases or notices to any stock exchange(s) or otherwise which may have an effect on the Assignment, shall be made available to SEB with reasonable time for commenting before being distributed and in any case by e-mail to SEB with reference to the responsible contact person in SEB. The Client shall, at the request of SEB, include information about SEB's role in press releases and/or notices to any stock exchange, free of cost to SEB. The Client shall, at the request of SEB, issue corrective press releases or notices to any stock exchange(s) should SEB identify any information that has, in SEB's opinion, been incorrectly released by the Client.
- 4.4 The Client alone is responsible for the contents of any prospectus, offer documents and/or other presentation and subscription material and shall participate actively in the preparation of such documents and other presentation material and shall make arrangements for a thorough review of drafts of such material by the Client's management and board of directors.
- 4.5 SEB may request that the Client's external auditors shall carry out a review of the latest interim accounts since the published annual accounts for the purpose of the Assignment, at the expense of the Client.
- 4.6 SEB shall within a reasonable time in advance receive draft proposals for resolutions by the Client's governing bodies which are necessary to implement the Assignment.
- 4.7 The Client undertakes to ensure that the Assignment complies with all requirements under applicable laws and regulations in all relevant jurisdictions.
- 4.8 Representatives of the Client's management shall, at the request of SEB, give presentations to potential investors and the broking network.
- 4.9 The Client confirms that it will rely on its own legal advisers, accountants and other similar expert advisers for legal, accounting, tax, general financial and other specialist or technical advice or services and that no such advice will be provided by SEB. SEB will not have any responsibility or liability in respect of any services or advice provided to the Client by persons other than SEB.

5 Due Diligence

- 5.1 In the normal course of the Assignment, SEB will conduct a due diligence review of the business or

other matters relating to the Client, unless otherwise agreed. SEB shall be entitled to engage lawyers, auditors and other advisors at the expense of the Client in connection with such due diligence review or other matters relating to the Assignment.

6 Confidentiality and Publicity, etc.

- 6.1 The Engagement Letter is to be treated as confidential and none of the parties shall, unless otherwise agreed, disclose the fact that an engagement letter has been entered into or its contents. If such publication is required by law or regulation then the party which is obliged to provide the information shall, to the extent permitted by law or regulation, notify the other party of this immediately.
- 6.2 SEB will treat information provided to SEB by the Client as confidential subject to the following terms. "**Confidential Information**" means:
 - I all information (whether written, oral or in any other form) supplied to SEB in connection with the Assignment by the Client or any of its employees, directors or professional advisors; and
 - II all information regarding the existence, nature or progress of any negotiations relating to the Assignment; and in each case includes also documents and information prepared or generated from such information.
- 6.3 All Confidential Information shall be kept strictly confidential and SEB shall not disclose in whole or in part any Confidential Information to any person other than:
 - I those of SEB's directors or employees that are or are likely to be directly concerned with the Assignment and who need to know the Confidential Information (or any part of it) for the purpose of participating in the Assignment; and
 - II those professional advisers engaged to advise in respect of the Assignment and who need to know the Confidential Information (or any part of it) in order to advise upon the Assignment, provided that SEB shall procure that each of those directors, employees and professional advisers engaged by SEB to whom Confidential Information is to be disclosed is made aware of and shall adhere to the confidentiality undertaking in these Standard Terms and Conditions.
- 6.4 The obligation to maintain the confidentiality of the Confidential Information does not extend to nor apply to Confidential Information which:
 - I at the time of disclosure to SEB is in the public domain;
 - II after such disclosure, becomes in the public domain other than through an unauthorised disclosure by SEB or SEB's agents or advisers or by any other person who is not known by SEB to be bound by an obligation of confidentiality to the Client;
 - III was lawfully in SEB's possession prior to such disclosure; or

IV SEB is compelled to disclose under generally applicable law or regulation.

- 6.5 Notwithstanding the obligations set out above, SEB shall be permitted to disclose Confidential Information where such disclosure is required to SEB's professional indemnity insurers or advisers in connection with a complaint or claim against SEB (or circumstances that SEB consider might give rise to a complaint or claim against SEB in respect of the Engagement Letter or the Assignment), in which event SEB may do so in confidence only.
- 6.6 SEB has the right at its own expense to publish information on its own participation in the Assignment through press releases and announcements in accordance with normal market practice. On such publication, SEB has the right to use the Client's logo/trademarks.
- 6.7 Material/documentation of any kind that is prepared by SEB in connection with the Assignment, or information arising from such material, may not be provided by the Client to others or otherwise made available to third parties, unless SEB has given its prior written approval to such action or to the extent the Client is compelled to disclose such material/documentation under generally applicable law or regulation. This provision also applies to material and documentation which has been prepared on the basis of information from, or with the assistance of, the Client.

7 Information Barriers and Conflicts of Interest

- 7.1 SEB is a securities firm offering a broad range of investment services. In order to ensure that assignments undertaken within its corporate finance and investment banking department (the "**Corporate Finance Department**"), are kept confidential, SEB's other activities, including lending, analysis and stock broking, are separated from the Corporate Finance Department by information barriers ("**Chinese Walls**"). The Client recognises and accepts that from time to time other activities of SEB and its associated companies (together with the Corporate Finance Department, "**the SEB Group**") may conflict with the interests of the Client in relation to the Assignment. For this reason, SEB will not owe general fiduciary duties to the Client in relation to the matters governed by the terms of the Engagement Letter.
- 7.2 Conflicts of interest include those arising between the SEB Group (including its management, board, staff etc.) and its clients, and those arising between different clients of the SEB Group, within multiple fields. Furthermore, potential conflicts of interests can arise between different businesses within the SEB Group. The SEB Group has implemented specific measures designed to minimise the risk of conflicts of interest affecting SEB's clients in practice.
- 7.3 The SEB Group has established instructions for the handling of conflict of interest and a conflicts of interest policy. A copy of the conflicts of interest policy will be made available on request.
- 7.4 The Corporate Finance Department shall not be required, expected or deemed to have knowledge of

any information known to other parts of the SEB Group.

- 7.5 The Client agrees to the SEB Group including information, in any research published on the Client, on any remuneration received from the Client (or entities associated with it) in respect of investment banking activities, and/or that it has been involved in the underwriting or placement of its securities in the previous 12 months.
- 7.6 To the extent permitted by law or regulation, SEB may pay a fee, commission or non-monetary benefit (excluding settlement and exchange fees, regulatory fees and legal fees) to an affiliate or third party (including a person acting on its behalf) or receive a fee, commission or non-monetary benefit from such persons in connection with a transaction related to the Assignment where SEB is satisfied that it is designed to enhance the quality of SEB's service to its clients and where the receipt or payment does not impair SEB's duty to act honestly, fairly and professionally in accordance with the best interests of the Client.

8 Categorisation of Clients

- 8.1 Under applicable laws and regulation, SEB is required to categorise its Clients, and the proposed categorisation is stated in the Engagement Letter. By accepting the terms of the Engagement Letter, the Client confirms that it accepts its categorisation therein.
- 8.2 The Markets in Financial Instruments Directive (MiFID) requires SEB to categorise a Client as a retail client, professional client or eligible counterparty. A Client's categorisation will determine the level of conduct of business protections and rights afforded to a given Client, for example a retail client shall receive more protections than a professional client and a professional client receives more protection than an eligible counterparty.
- 8.3 SEB typically deals with professional clients. The actual categorisation will be evident in the Engagement Letter. The Client may request in writing to be categorised differently (i.e. as a retail client or eligible counterparty) but SEB is under no obligation to agree to such re-categorisation.
- 8.4 SEB does normally not provide investment advice or portfolio management services in connection with its assignments. If investment advice is given, the suitability of such advice will be documented in the written proposals forwarded the client. Where SEB provides a client with an investment service (other than investment advice or portfolio management) SEB must assess whether the service or product is appropriate for the client.
- 8.5 In relation to these assessments SEB shall determine whether a client has the necessary experience and knowledge in the investment field. In addition SEB, in order to determine whether an investment advice is suitable, needs to collect information about the client's investment objectives and financial situation SEB shall be entitled to assume that a professional client has such experience and knowledge.

8.6 In undertaking its assessments, SEB is reliant on the information provided by the Client. In the event that SEB is unable to gather sufficient information on any point, SEB may be unable to provide the Client certain services under the assignment.

9 Best Execution

9.1 SEB arranges transactions in investments pursuant to its execution policy (the “**Execution Policy**”), which sets out the procedures SEB has implemented to ensure that it obtains the best results for its clients. A copy of the Execution Policy can be found on SEB’s website and will be made available on request.

9.2 Corporate finance transactions routinely involve dealings in investments under which the terms are specifically negotiated outside the normal secondary markets, and under these circumstances the transaction will be executed not pursuant to SEB’s Execution Policy, but in the manner agreed with the client pursuant to the terms of the relevant mandate letter.

9.3 Where relevant, the Client agrees that corporate finance transactions may be executed outside a regulated market or multi-lateral trading facility or organised trading facility (each defined under MiFID).

10 Allocation Policy

10.1 A copy of SEB’s allocation policy (the “**Allocation Policy**”), setting out the process for developing allocation recommendations will be provided to the Client in connection with the Engagement Letter, together with an initial high-level overview of SEB’s proposed allocation principles per type of investor. Acceptance by the Client of the terms of the Engagement Letter will include an acceptance of such proposal.

11 Market Abuse Regime

11.1 In consideration for the Client’s acceptance of the Engagement Letter, SEB undertakes, where applicable, to maintain and keep updated on behalf of the Client a list of insiders that have access to inside information (“**Insider List**” and “**Inside Information**”, respectively) in relation to the Client, but only in so far as:

- I such information has been provided to SEB in pursuance of the Assignment and is either of such a nature that SEB ought reasonably be aware that it is Inside Information or has been specifically identified as Inside Information by the person providing it; and
- II the persons to be included in such list are employees of SEB and may include third parties to whom SEB itself has given the relevant Inside Information in the furtherance of its duties hereunder.

11.2 SEB confirms that in the event that SEB share such Inside Information with third parties in the furtherance of SEB’s duties hereunder, SEB will

ensure that they acknowledge the legal and regulatory duties this entails, and that they are aware of the sanctions for breaching them.

11.3 For the avoidance of doubt, the Client agrees and acknowledges that it will be responsible for maintaining the Insider List in respect of its own employees or third parties with which it, or SEB on its behalf, has shared such Inside Information.

11.4 SEB will produce the Insider List to the Client promptly on request, together with such other information as may reasonably be requested in connection with it. The Client acknowledges that if a regulator with authority over SEB so requests SEB may produce the Insider List to the regulator, in which eventuality SEB will provide the Client with written notice that SEB has done so.

11.5 In the event that SEB shall conduct market sounding prior to the announcement or execution of a contemplated transaction, SEB will assess whether the information to be provided is or is not Inside Information. The Client agrees that SEB may, to the extent necessary, provide potential investors or counterparties with the name of the Client and other relevant information, subject to such recipients agreeing to receive the Inside Information and the legal and regulatory duties this entails.

11.6 In other cases where the execution of a transaction may require the disclosure of Inside Information to potential investors, SEB will seek to execute the transaction outside the trading hours of the market that the Assignment relates to or other relevant regulated markets.

11.7 The Client acknowledges that, in the event that SEB arranges a transaction which it believes could constitute market abuse pursuant to the law or regulatory requirement implemented in any jurisdiction, SEB will have a duty to report such facts to the appropriate regulator.

12 Anti-Money Laundering, Sanctions and Anti-Corruption

12.1 Anti-Money Laundering

12.1.1 The Client shall provide SEB with any information required to fulfil SEB’s obligations under applicable laws and regulations relating to anti-money laundering. The information shall assist SEB in understanding the ownership and control structure of the client, including identification of the Client’s beneficial owner. Beneficial owner refers to any natural person(s) who alone or together with other natural person(s) ultimately owns or controls the Customer; and/or the natural person(s) on whose behalf a transaction or activity is being conducted.

12.1.2 Indications for holding ultimate control of a legal entity by a natural person(s) shall at least include:

- a shareholding, ownership interest or membership rights through which more than 25 % of the shares/ownerships rights/votes in the Client are controlled;

- a right to appoint or dismiss more than half of the members of the board of directors or person(s) with similar ranking function/controlling powers; or
- if due to agreement, articles of incorporation or similar, the person(s) exercising ultimate control in accordance with the two foregoing bullet points.

12.1.3 In the event that the Client is controlled by one or more trusts or similar legal arrangements the information shall also include information about ownership or control structure, including names of settlor, trustee, protector (if any), beneficiaries or any other natural person exercising ultimate effective control over the trust.

12.1.4 The Client has a duty to inform SEB if any of the Client's beneficial owners qualify as a "politically exposed person".

12.2 **Sanctions**

12.2.1 In these Standard Terms and Conditions:

I **"Sanctioning Authority"** means:

- A the US government or any US agency (including the Office of Foreign Assets Control of the United States Department of the Treasury (or any successor thereto) "OFAC", the US State Department, the US Department of Commerce or the US Department of the Treasury);
- B the United Nations Security Council;
- C the EU (or any of its member states or successor states); or
- D any member state of the European Economic Area,
- E including, in each case, any other governmental institution of any of the foregoing.

II **"Sanctions"** means any economic or financial sanctions laws, regulations or trade embargoes imposed, administered or enforced from time to time by any Sanctioning Authority

III **"Sanctions Restricted Person"** means:

- A any person or entity that is a target of Sanctions; or
- B a person or entity (other than an individual), located in or incorporated under the laws of a country or territory that is the target of country-wide or territory-wide Sanctions that prohibit doing business in or with that country or territory.

12.2.2 The Client represents that it is not and that no company included in the same group of companies as the Client, or any of its (or their) respective members, directors, officers, and to the best of the Client's knowledge, employees, agents or other representatives, is a Sanctions Restricted Person.

12.2.3 The Client confirms to SEB that it has instituted and maintains, and will continue to maintain, policies and procedures designed to promote and achieve compliance with Sanctions (as defined below)

applicable to it. Further the Client undertakes that it shall not:

- I contribute or otherwise make available all or any part of the proceeds (if any) made available to the Client as a consequence of the Assignment directly or indirectly to, or for the benefit of, any person or entity (whether or not related to any member of the group) for the purposes of financing the activities of, or business or transactions with, any Sanctions Restricted Person to the extent such action or status is prohibited by, or would itself be expected to cause SEB or any member of the group of the Client to be in breach of, any Sanctions; or
- II engage in any transaction, activity or conduct that violates any Sanctions or that could be expected to result in it or any other member of the group or SEB being designated as a Sanctions Restricted Person.

12.2.4 The Client shall provide SEB with details of any violation of any Sanctions by any member of the Group, promptly following such violation. The Client shall further inform SEB if it (or any other member of the group) becomes a Sanctions Restricted Person promptly upon such designation.

12.3 **Anti-Corruption**

12.3.1 The Client represents that the Client and each of its subsidiaries has conducted its businesses in compliance with applicable anti-corruption laws and has instituted and maintained policies and procedures designed to promote and achieve compliance with such laws. "Anti-corruption Laws" means all laws, rules and regulations of any jurisdiction applicable to the Client or its Subsidiaries from time to time concerning or relating to bribery or corruption.

13 **Data Protection**

13.1 The Client grants SEB the authority to process or arrange for processing of personal data on the Client's behalf for the purposes of the services provided pursuant to the Assignment in accordance with any applicable laws and regulations. When SEB process such data, SEB shall take appropriate technical and organisational measures designed to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data. In particular, SEB shall process personal data only for the purposes contemplated by the Engagement Letter. SEB shall act on the Client's instructions only (given for such purposes). SEB may also process or arrange for processing of personal data in order to support the maintenance of quality and standards in SEB's work or to facilitate the administration of SEB's business or to support its infrastructure.

13.2 Notwithstanding SEB's ability to appoint sub-contractors in accordance with these terms and conditions, SEB shall answer the Client's reasonable enquiries to enable the Client to monitor SEB's compliance with this provision. SEB shall not sub-contract the processing of personal data (unless to the SEB Group, or other parties that are required to take equivalent measures when processing personal data) without the Client's prior written consent.

14 Communication

- 14.1 SEB will keep records of the content and timing of instructions received from the Client, which includes ingoing and outgoing communication by way of e.g., e-mails and telephone conversations. These records will be maintained so that they are accessible for future reference by the relevant authorities and during such time as required by applicable law. In addition, SEB is required to record telephone conversations or electronic communications relating to the provision of client order services that relate to the reception, transmission and execution of client orders. A copy of such recordings or communications will be available on request for a period of five years, and where requested by a relevant regulator, for a period of up to seven years.
- 14.2 The Allocation Policy describes the record keeping policy in respect of allocation decisions.
- 14.3 The primary language of communication between SEB and the Client is English. Other languages may be used as appropriate at the discretion of SEB. SEB will communicate with the Client through email, phone, post or other appropriate methods.

15 Information About SEB

- 15.1 SEB is subject to the supervision of The Swedish Financial Supervisory Authority (Sw. *Finansinspektionen*), Brunnsgatan 3, Box 7821, 103 97 Stockholm, Sweden, www.fi.se

16 Liability and Indemnity, etc.

- 16.1 The Client represents that all agreements, decisions and resolutions relating to the Assignment are being implemented, or will be implemented, on the basis of legally valid resolutions of the Client's governing bodies and that the decisions and resolutions are in accordance with relevant rules set by laws and regulations.
- 16.2 The Client has the final responsibility for ensuring that all information given to third parties through presentations, any prospectus, offer document and/or other presentation and subscription material is fully correct and complete, and does not contain misleading, incomplete or insufficient information on matters which must be considered important for a third party's evaluation of investment or other matters which are the subject of such material. Notwithstanding and without limiting the scope of SEB's duties and responsibilities in relation to the Assignment, the Client shall retain responsibility and accountability for managing its affairs, deciding on what to do after receiving any products or advice provided to the Client in connection with the Assignment, and for implementing any advice or recommendation provided by SEB and realising any benefits requiring activity by the Client.
- 16.3 The Client undertakes to hold SEB and SEB's employees, directors, agents and professional advisors harmless against all claims which may be made against SEB and its employees, directors, agents and professional advisors as a result of

execution of the Assignment for the Client, including without limitation as a result of errors in decisions and resolutions of the Client's governing bodies and errors or omissions in any prospectus, offer document and/or other presentation and subscription material. The Client's liability covers both an obligation to meet claims SEB and its employees may be obliged to pay to third parties, as well as all expenses incurred by SEB and its employees in connection with the submission and pursuit of the claim, including expenses for necessary external assistance, process expenses, etc. SEB shall notify the Client within a reasonable time if a claim is made against SEB and its employees and which SEB considers may be covered by this point. However, the Client shall not be responsible for any liabilities or expenses where the relevant court of law has made a final, non-appealable, and enforceable judgment stating that the liabilities or expenses primarily resulted from SEB's gross negligence, fraud or wilful default.

- 16.4 If the Client under the Assignment is more than one legal or physical person, each such person will be jointly and severally liable for the obligations that are undertaken by the Client under the Assignment other than as set out in the Engagement Letter..
- 16.5 The Board of Directors and the management of the Client, in their capacity as executives of the Client, shall provide a declaration of completeness and indemnity to SEB if so requested by SEB. The Client's Board of Directors shall provide the customary declaration in any prospectus, offer document and/or other presentation and subscription material, to the extent this is required by law or regulation or if SEB so requires.
- 16.6 SEB shall not be liable for any actions or omissions, or decisions made by the Client in connection with the Assignment, nor shall SEB be responsible for services or advice provided to the Client in this connection by parties other than SEB.
- 16.7 SEB shall only be liable to pay compensation to the Client if SEB has been negligent, fraudulent or is in wilful default. SEB's liability to pay compensation is limited to SEK 50 million, save where the relevant court of law has made a final, non-appealable, and enforceable judgment stating that the liabilities or expenses primarily resulted from SEB's gross negligence, fraud or wilful default, in which case such limit shall not apply.
- 16.8 SEB shall not be liable in any event for indirect losses or damages of any kind incurred by the Client, including damage or loss as a result of the Client's agreement or opportunity for an agreement with a third party either lapsing in full or in part or not being correctly fulfilled.
- 16.9 No party shall be in breach of its contractual obligations or incur any liability to any other party to the Engagement Letter if that party is unable to comply with the Engagement Letter as a result of any cause beyond that party's control, including pandemic war, strikes, fires, insurrections, acts of terrorism, blockades, boycotts, lockouts, floods, acts of God, governmental restrictions, power failures, or damage and destruction of any network facilities or servers or

any such other cause beyond that party's control. In the event of any such occurrence affecting any party, that party shall be obliged as soon as reasonably practicable to notify the other parties, who shall have the option of suspending or terminating the operation of the Engagement Letter on written notice taking effect immediately on delivery.

- 16.10 In the event SEB is prevented from effecting payment or transfer of securities or adopting other measures due to a circumstance as stated in the paragraph immediately above, such measure may be postponed until the impediment ceases to exist.
- 16.11 The Client recognises that SEB has been engaged only by the Client, and that the Client's engagement of SEB is not deemed to be on behalf of, and is not intended to, confer rights upon any shareholder, partner or other owner of the Client or any other person not a party hereto as against SEB or any other affiliated companies or persons. Unless otherwise expressly agreed, no one other than the Client is authorised to rely upon the Client's engagement of SEB or any statements, advice, opinions or conduct by SEB or any other affiliated companies or persons, and the Client will not disclose such statements, advice, opinions or conduct to others (except to the Client's professional advisors and except as required by law or regulation). Without limiting the foregoing, any opinions or advice rendered to the Client's Board of Directors or management in the course of the Client's engagement of SEB are for the purpose of assisting the Board of Directors or management as the case may be, in evaluating the issues opined or advised upon and do not constitute a recommendation to any shareholder of the Client concerning action that such shareholder might or should take.
- 16.12 Subject to these Standard Terms and Conditions, SEB shall have the right to appoint sub-contractors to assist it in delivering the services under the Engagement Letter, but where any such sub-contractors are not SEB or the SEB Group, SEB shall obtain the Client's written consent before doing so. Where SEB appoint sub-contractors under this provision, SEB may share Confidential Information with them under the same or similar confidentiality provisions as contained in these Standard Terms and Conditions and the Engagement Letter, and for all purposes in connection with the Engagement Letter, SEB shall accept responsibility for its activities which shall form part of the services under the Engagement Letter and SEB shall remain responsible for the performance of its work.

17 Termination

- 17.1 Subject to the terms of the Engagement Letter, the Engagement Letter and these Standard Terms and Conditions shall terminate on the completion of the Assignment.
- 17.2 Either of SEB or the Client may terminate the Assignment, or any particular services subject to the Engagement Letter, earlier upon immediate written notice to the other.
- 17.3 The Client shall pay SEB for all work-in-progress, services already performed, and expenses incurred

by SEB up to and including the effective date of the termination of the Engagement Letter, in accordance with these terms and conditions.

The respective confidentiality obligations pursuant to these Standard Terms and Conditions shall continue following the termination of the Assignment. The other provisions herein that give either of SEB or the Client rights or obligations beyond its termination shall continue indefinitely following the termination.

18 Complaints

- 18.1 If the Client has any complaint about SEB, the Client may raise it with SEB's compliance officer who will try to resolve the complaint in accordance with SEB's internal procedure for dealing with customer complaints, a copy of which will be made available on request.