

3GAMMA'S GENERAL TERMS AND CONDITIONS (2014:2)

These general terms and conditions apply to all assignments for which Tregamma AB (aka 3gamma AB) and its subsidiaries/affiliated companies ("3gamma") are engaged by its clients.

3gamma may modify these general terms and conditions from time to time. The most recent version of the general terms and conditions is available on 3gamma's website, www.3gamma.com, at all times. Any modification of the general terms and conditions shall only apply to assignments which are commenced after the modification has been published on the website. 3gamma will only send you a copy of the most recent version of the general terms and conditions upon request.

Working methods, assignments and client control

Where applicable, 3gamma works in teams to provide you with the resources and know-how necessary for the assignment.

The scope of 3gamma's resources may change during the course of the assignment and 3gamma may also change the staffing of the assignment. Where so required by relevant rules, 3gamma shall initiate a dialogue with you and if appropriate, send written confirmation about the assignment.

In order to develop the relationship between you and 3gamma and to aid 3gamma in its understanding of your business, 3gamma has a client manager with overall responsibility to you for 3gamma's services. 3gamma shall also appoint a client delivery manager who is responsible for 3gamma's work in the specific assignment.

3gamma accepts the assignment as engagement of 3gamma and not as engagement of an individual consultant. This applies even if the expressed or implied intention is that the assignment will be carried out by one, or more specified, or unspecified individuals. All of 3gamma's consultants and other staff who work on the assignment perform their services for you in accordance with these terms and conditions. These individuals have no personal liability to you other than that which may follow from mandatory provisions. The agreement regarding the assignment is thus an agreement with 3gamma and not an agreement with any individual connected with 3gamma.

All issues pertaining to a business transaction or business arrangement shall be deemed one assignment even if several closely related companies are involved, if different consultants at 3gamma are involved, and even if separate invoices are issued.

3gamma's advice in the assignment is adapted to the assignment and to the circumstances, which are presented to 3gamma. Accordingly, you cannot use or rely on the result for any purpose, situation or objective other than that for which it was provided by 3gamma.

Confidentiality and information

3gamma and its employees have confidentiality agreements as part of their employment. 3gamma will not disclose facts, which are not in the public domain to any third party unless necessary as an element in carrying out the assignment or with your consent, or under circumstances that are mandatory under law or regulatory requirement.

3gamma reserves the right to use information, which it obtains in conjunction with carrying out a assignment and which is in the public domain or is otherwise generally known, for marketing and for statistical and market surveys performed by a third party.

3gamma's document management is digital and the primary rule is that documents are stored in electronic form only. Original documents, physical documents of independent significance, and documents which pursuant to law or other regulation cannot be electronically archived, are stored and physically archived and can be returned.

Fees and invoicing

Unless you and 3gamma have agreed otherwise, 3gamma's fees are determined based on the following factors: (a) the skill and experience required for the assignment; (b) the result achieved; (c) the time expended; (d) the monetary value to which the assignment pertains; (e) any risks for 3gamma; and (f) the time pressure involved for the assignment.

In addition to 3gamma's fees, costs of travel and accommodation, any other expenses incurred may be charged to you. 3gamma ordinarily covers smaller expenses on your behalf and charges them to you in arrears, but 3gamma may instead request advances for such expenses, or forward invoices for the expense to you for payment.

3gamma ordinarily applies monthly invoicing. 3gamma may also otherwise provide you with regular information about accrued fees. Unless you and 3gamma have agreed otherwise, the payment terms and conditions for 3gamma's invoices are 30 days. 3gamma charges penalty interest on arrears pursuant to the Interest Act in the event of late payment.

3gamma always seeks to provide services at attractive rates. Upon request, at the beginning of the assignment, 3gamma will provide you with an estimate of our fee for the assignment and 3gamma can also, to the extent appropriate and possible, reach an agreement about a budget or other arrangement for the assignment.

3gamma reserves the right to review its estimate, budget or other arrangements when it has reason to believe that the information is no longer accurate or attainable.

All amounts are stated exclusive of value added tax.

Limitation of liability

In addition to the provisions stated in these terms and conditions, 3gamma may apply special limitations of liability for certain assignments, or partial assignments. You will be informed of such limitations of liability prior to commencing the assignment, or partial assignment.

3gamma's liability for loss, or damage suffered by you as a consequence of error or negligence on our part in performing work in relation to a certain assignment is limited to a sum equal to five (5) times the fee for the assignment or five (5) million SEK, whichever is higher.

3gamma's liability to you shall be reduced by any amount which you may receive under any insurance policy, which you have acquired, or which has been acquired for you, or pursuant to any hold-harmless agreement.

3gamma shall not be liable for loss of production, loss of profit or any other indirect damage, loss, consequential damage or consequential loss.

3gamma shall have no liability to third parties arising from your use of documents, or other advice from 3gamma. Unless you and 3gamma have agreed otherwise, 3gamma shall not be liable for meeting scheduled times or for completing any portion of the work within a proposed timeframe or because 3gamma has not been able to commence or continue its work due to circumstances beyond its control.

Where, upon your request, 3gamma agrees that a third party may rely on advice or a document which is produced by 3gamma, this shall not increase or otherwise affect 3gamma's liability.

3gamma's liability towards any such third party shall be the same as its liability to you.

Any amounts which 3gamma pays to a third party as a result of such liability shall, on a krona-by-krona basis, reduce 3gamma's liability to you. Despite the fact that 3gamma may have specifically agreed that a third party may rely on advice or documents, which 3gamma has produced, 3gamma does not thereupon assume any advisor liability to such third party.

Where 3gamma discontinues carrying out an assignment or discontinues the relationship with you due to a circumstance attributable to you or due to a legal or professional practice obligation, 3gamma shall not have any liability for the loss to which this may lead.

3gamma's limitations of liability under these terms and conditions or pursuant to a separate agreement with you also apply to 3gamma's employees and previous employees.

Other advisors

3gamma has a large network of professional advisors in Sweden and abroad and assists you, where necessary, in finding and instructing such professional advisors. These other professional advisors shall be deemed to be independent of 3gamma and 3gamma shall have no liability for advice, which they give you or for having recommended them to you. 3gamma shall not be liable for fees or costs charged by such advisors.

Where 3gamma instructs such other professional advisors on your behalf, 3gamma may assist you in obtaining bids for fees or assist you in reaching an agreement on the fee, which you are to pay for their services. However, 3gamma assumes no liability for such bids or agreements.

Communication, marketing and intellectual property rights

3gamma would appreciate you informing your client manager, or the client delivery manager responsible for the assignment whether you wish to communicate via Internet or by email. 3gamma's spam and virus filters and security arrangements can sometimes filter email. Accordingly, follow up important emails with a telephone call.

3gamma holds copyright and other intellectual property rights to the results of work, which is created in an assignment. You are, of course, entitled to use the result for the purpose, or purposes for which the work result was produced.

3gamma would appreciate you not generally disseminating this work result, or using it in your marketing.

If knowledge of a certain transaction has entered the public domain, 3gamma may publicise, in its marketing information and on its website, that it has handled the assignment for you. Such information may only contain facts, which are already in the public domain. Where 3gamma has reason to believe that you may react negatively to such publication, 3gamma will obtain your consent prior to such publication.

Complaints, deadlines and dispute resolution

The basis of 3gamma's business is that its clients are satisfied with how the services are performed and that 3gamma's advice meets, and hopefully exceeds, the client's expectations. If you are nevertheless dissatisfied or have complaints against 3gamma, you must notify the client manager or client delivery manager responsible for the assignment as soon as possible.

If you wish to make a claim against 3gamma you must do so as soon as you learn of the circumstance on which you base the claim after a reasonable investigation (preclusion). However claims must be made not later than within twelve months after you have learned of such a circumstance and, in any event, not later than within twelve months after 3gamma's most recent invoice for the assignment (limitation period).

Where your claim is based on a claim made against you by a public authority or third party, 3gamma shall be entitled to respond, settle and reach an agreement about the claim on your behalf, provided that 3gamma holds you harmless. Where 3gamma is not entitled to do so, 3gamma shall have no liability whatsoever for the claim made against you.

3gamma's payment is conditional on you assigning the right of recourse against third parties to 3gamma or its insurer.

3gamma's services and these general terms and conditions shall be governed by Swedish law.

Disputes relating to these general terms and conditions or any question which pertains to 3gamma's services for you shall be conclusively resolved through arbitration pursuant to the rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitral proceedings shall be held in Stockholm.

Notwithstanding the preceding paragraph, 3gamma shall always be entitled to choose to commence judicial action against you for past due claims or to take other recovery measures in a court, such as an application for an injunction to pay.