

... and our **terms** [2018:2]

- 1. General.** Unless otherwise agreed in writing, these terms shall apply to all advice and other services rendered by us, Advokataktiebolaget Nordic Law ("Nordic Law"). All assignment agreements are entered into between you and Nordic Law, and not with our employees. Our terms apply together with the supplements and amendments set out in the assignment confirmation/letter of engagement. In addition to our terms and what is set out in the assignment confirmation/letter of engagement, the Code of Conduct of the Swedish Bar Association (www.advokatsamfundet.se) shall apply.
- 2. Assignment agreement.** You are engaging the services of Nordic Law by means of an oral or a written request for advice or other services. A binding agreement between you and Nordic Law is established either when Nordic Law sends the assignment confirmation/letter of engagement to you or when we start the processing of the assignment. The scope of the assignment – which may change – is, as a rule, set out in the assignment confirmation/letter of engagement or by e-mail. We reserve the right to unilaterally amend the contents of our terms. Such amendments shall, however, not be applied to already started assignments. Our terms are available on the law firm's website (www.nordiclaw.se).
- 3. Checking of identity, money laundering, financing of terrorism.** As a Swedish law firm, we are obliged under law in certain assignments, to check, among other things, clients' (and their closest relations') identities and ownership conditions, and to document and store such information. As a condition for being able to take on your assignment, we may therefore, where relevant, need you to provide us with attested copies of identity documents and other information. If you are not already one of our clients, we also reserve the right to ask for references. We are obliged under law to report any suspicions of money laundering or financing of terrorism to the Financial Intelligence Unit within the Swedish Police. Under law, we are prevented from informing you of any such suspicions and of whether we intend to file a report.
- 4. Information from the client.** You are to provide Nordic Law with all relevant information that you have in connection with the matter/assignment. At the request of Nordic Law, you must also provide information and documentation that we assess to be necessary for the performance of the assignment.

At your request, the submitted documentation shall be returned to you. Nordic Law is, however, entitled to keep copies of such material.

- 5. Performance of the assignment.** Nordic Law shall determine by whom and how the assignment shall be conducted. You may only involve a third party in the performance of the assignment with the consent of Nordic Law.

Nordic Law shall obtain your consent before measures outside the scope of the assignment are carried out, provided it is not deemed to be necessary from the known purpose of the assignment to also perform this measure, or in the case of risk of delay.

The results of our work and our advice are adapted to the conditions for the assignment, the information presented and the instructions you give us. The results and advice, which are

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based on the legal situation at the time, only apply to the specific assignment and may not be used for other purposes. Agreements etc. that are presented in draft versions are only preliminary and cannot, be used in, for example, a business situation. We do not take into account fiscal aspects when performing an assignment and the assignment therefore does not cover any fiscal consequences. As a Swedish law firm, the advice we provide and the services we offer are based on Swedish law. If we express our opinion on contents of foreign law, we do so on the basis of our experience, and for goodwill reasons, and such opinions do not constitute legal advice. Correspondingly, we may provide general information in newsletters, articles and at lectures.

Such provision of information does not constitute legal advice either. The assignment shall be completed within reasonable time or in accordance with an agreed timeframe, provided that you as the client have provided all requested and necessary information and documentation. In the event that we find it necessary with regard to the nature and scope of the assignment, the timeframe shall be extended.

- 6. Communication.** As a rule, we communicate by telephone, e-mail, text message or via Internet. If any of these means of communication are inappropriate, you must inform us of this in writing. We use a high-quality anti-virus program, but do not take liability for any damage that may arise as a result of communication.
- 7. Conflict of interests.** Our assignment agreement is conditional on there being no conflict of interests. In the event of a conflict of interests (disqualification) existing or arising, we will be prevented from performing or completing the assignment. In such situations, we will, in compliance with good legal practices, seek to limit the negative consequences of the conflict of interests.
- 8. Confidentiality.** We will treat all information we receive through the assignment as strictly confidential. This means that we will only convey information in accordance with your instructions, applicable law, good legal practices and/or a judgment or decision communicated by a court or a public authority. We also have the right to convey information to such individuals we engage or cooperate with as part of the assignment and, in cases where we are requested by your auditor or similar party, to comment on your legal circumstances in connection with your annual accounts. In certain cases, we are obliged to provide information to the Swedish Tax Agency or similar body regarding your VAT number and the value of the services we have provided. By engaging our services, you are regarded as having given your consent to providing such information.
- 9. Intellectual property rights.** Nordic Law is not liable for any damage that may arise as a result of material being provided by us infringing on a third party's intellectual property rights. The results of our work belong to us, but you are entitled to use them for the purposes for which they have been provided. Our advice and results may not be spread without our consent, or used in advertising contexts. You may not, in other words, release information which has been provided in reports, memorandums, recommendations or other written or oral advice from Nordic Law to a third party, and nor may you use information or documentation for other purposes or situations than those covered by the assignment. Exceptions are documents or information that have been prepared or submitted with this purpose.
- 10. Others whose services have been engaged.** Other parties who are involved in the assignment, regardless of whether they have been recommended, engaged or instructed by us, shall be considered to be independent from us. We take no liability for such parties who are involved in the assignment and it is your responsibility to pay their fees and costs

(regardless of whether they are invoiced to us or to you). Their invoices will normally be addressed directly to you.

- 11. Fees and debiting.** The fee shall be determined on the basis of the scope, nature, complexity and urgency of the assignment. The point of departure for determining the fee is an hourly fee. We revise our hourly fees annually. The fee is given exclusive of VAT and charges. Expenses are debited with actual amounts or according to a standard rate. Invoicing of fees and expenses is normally undertaken monthly.

If we provide an estimate of our fee prior to an assignment, the estimate is based on the information we have access to at the time of the estimate, and should not be considered to be a quotation with a fixed price.

In connection with an assignment, Nordic Law is obliged to take certain administrative measures in the form of checking of databases, checking for possible conflicts of interests etc. Furthermore, we are obliged to save all material relating to the matter for ten years. We therefore reserve the right to charge a fee to cover the costs of these measures.

Unless otherwise agreed, our invoices and work specifications are sent by letter or e-mail to your given address.

If the assignment concerns a dispute, you are obliged to pay the invoiced fee regardless of the outcome of the case, the contents of the judgment or decision, or of what is stated in the terms for your legal assistance insurance.

- 12. Payment.** We invoice assignments monthly through part payment or on account. Part payment is for work that has been carried out, and with invoicing on account, final settlement takes place with a final invoice. Payment shall be on invoice and must be made within thirty (30) days. Interest on overdue payment shall be charged in accordance with law. If we deem it to be necessary and justified, we reserve the right to request advance payment or security. Any advance payments are placed separately in a client funds account and may be used for payment of your invoices.
- 13. Complaints.** Complaints regarding performed assignments are to be submitted within thirty (30) days from the error or shortcoming being discovered, but no later than ninety (90) days after Nordic Law completed the assignment or a separable part thereof. Complaints shall be made in writing and shall specify the error or shortcoming in the performance of the assignment.
- 14. Liability.** The assignment agreement is between you and Nordic Law and not with any natural or legal person associated with Nordic Law, as an employee, shareholder etc. No natural or legal person associated with Nordic Law shall therefore take any liability which may arise as a consequence of the assignment agreement.

Legal assessments and the outcome of disputes or negotiation are regularly the subject of various elements of subjective assessments, which is why they cannot be performed with guaranteed results. In the light of this, Nordic Law shall observe available factual knowledge and methods in the performance of the assignment, but is not liable for a specific outcome of the assignment.

Nordic Law is not liable in any situation for inaccuracies or damage as a result of incorrect or inadequate information or documentation supplied by you, or which has been obtained from public sources. Nor is Nordic Law liable for information or advice from third parties within the

framework of the assignment. Furthermore, we are not liable for any damage that may arise through advice or material provided by Nordic Law being used in other contexts besides the purpose for which it was provided.

Nordic Law is liable for damages that the client suffers as a result of any negligent act or omission and the liability shall in no event exceed an amount of SEK 25 million.

We maintain professional indemnity insurance appropriate for our business in addition to the Swedish Bar Association's compulsory professional indemnity insurance.

You are to indemnify Nordic Law from claims from third parties as regards damage that has arisen on account of your providing Nordic Law with incorrect or insufficient information or documentation.

- 15. Termination etc.** You can terminate the assignment at any time. Similarly, Nordic Law has the right and obligation to withdraw from the assignment in accordance with current law and good legal practice. Termination or withdrawal does not affect your obligation to compensate for work carried out and accrued expenses.
- 16. Law and disputes.** These terms, our advice, the results of our work and our mutual relations in other respects shall be regulated and interpreted in accordance with Swedish law. If any disputes arise in connection with an assignment, the dispute is to be finally settled by means of arbitration in accordance with the Arbitration Institute of the Stockholm Chamber of Commerce's expedited arbitration procedure. Nordic Law has the right to determine the location for arbitration proceedings, which shall be Malmö or Gothenburg.

If you, as a client are a private individual and have objections to a fee invoice or are dissatisfied with our work in some way, you should always turn to us first to seek a mutual solution. If it is not possible to reach such a solution, you have the opportunity to turn to the Swedish Bar Association's Consumer Disputes Committee to have the matter examined, see www.advokatsamfundet.se.

Regardless of the above, we reserve the right to secure payment for overdue invoices through application for an order to pay or via an ordinary court.

- 17. Other.** Our law firm stores the personal data provided to us when clients seek our assistance. This is to enable us to keep a record of clients, save work that has been discontinued, register economic transactions and check for possible conflicts of interests that we, as a law firm, are obliged to do. If you wish to access the personal data we process, or have data corrected, you are entitled, free of charge, once a year, to receive information about/correction of such personal data.
