



General Terms and Conditions

1. Applicability

- 1.1 These general terms and conditions will apply to all services and advice provided by Advokatbyrån Wallin & Partners AB ("the Law Firm") through its partners and employees. In addition to these general terms and conditions the Professional Code of Conduct of the Swedish Bar Association ("the Code of Conduct") applies.

2. Services

- 2.1 Services and advice provided by the Law Firm are solely intended for the client.
- 2.2 The Law Firm is the client's contracting party. Thus, unless otherwise provided by compulsory law, the Law Firm is solely accountable for the services and advice provided by individual partners of the Law Firm or its employees.
- 2.3 The scope of the Law Firm's assignment is determined by (i) the circumstances, facts and instructions provided by the client and (ii) accepted by the Law Firm. The Law Firm has the right to presume that these circumstances, facts and instructions are complete and correct. Advice and services provided by the Law Firm are adapted to the facts, circumstances and the instructions that the client presents within the scope of the assignment. The client cannot use or rely on the Law Firm's advice or services outside of the assignment.
- 2.4 Advice and services are solely based on Swedish law.
- 2.5 The Law Firm only provide legal services and advice. Consequently, the Law Firm does not e.g. provide any financial advice (which for example includes assessments of whether a particular fact or event may effect share prices or whether a company is insolvent), tax advice, accounting advice or advice on whether decisions or transactions are sound from a business perspective.

3. Other advisors and professionals

- 3.1 If the Law Firm instructs, engages or cooperate with other advisors or professionals, the advisors and professionals shall be deemed to act independently from the Law Firm. The Law Firm shall have no liability for other advisors or professionals, neither for the services or the advice provided by the advisors or professionals, nor for engaging or recommending the advisors or professionals. This applies regardless of whether the advisor or the professional reports to the Law Firm or directly to the client.
- 3.2 The Law Firm is not liable for any fees or expenses charged by other advisors or professionals.

4. Fees and expenses

- 4.1 In absence of a specific written agreement, the Law Firm's fees are determined by the following factors: (i) time (usually an hourly fee), (ii) the nature, scope, complexity, importance of the assignment and the result achieved, and (iii) other such circumstances.
- 4.2 All fees are excluding value added tax (VAT).
- 4.3 In addition to the fees, the Law Firm charge the client certain expenses such as costs for travelling, courier, application and registration fees as well as fees and costs for experts and other advisors.
- 4.4 The Law Firm may request an advance payment from the client for fees and expenses.
- 4.5 In case the Law Firm is not granted full compensation from the client's counterparty in association with a legal procedure, the client is liable for the part of the Law Firm's fees and expenses exceeding what the counterparty is awarded to pay.

5. Financing of the assignment

- 5.1 Under certain circumstances, it may be possible for the client to finance the Law Firm's assignment by the client's legal assistance insurance (Sw. *rättsskydd*). Such insurance is often limited by a cap based on a fee per hour and/or a maximum amount. Usually, it does not cover the liability for the counterparty's fees and

expenses. The conditions for legal assistance are set out in the client's terms of insurance.

- 5.2 If the Law Firm's fees and expenses are financed by a legal assistance insurance, the client is liable for the part of the Law Firm's fees and expenses which exceeds what the insurance cover.
- 5.3 Even if the client is granted legal assistance, the Law Firm will invoice the client in accordance with section 6. When the Law Firm's engagement/assignment is terminated, the Law Firm will seek disbursement from the client's insurance company whereby the client receive insurance reimbursement.
- 5.4 The client shall notify the Law Firm whether the client wishes the Law Firm's assistance with an application/registration of a legal assistance insurance. Considering any potential period of limitation (Sw. *preskriptionsfrist*), it is important that the client inform the Law Firm and provide the Law Firm with information regarding the client's insurances immediately.
- 5.5 Under certain circumstances and provided that the client does not have a legal assistance insurance, the client may be granted legal aid (Sw. *rättshjälp*). Legal aid may be granted if the client's assets are less than a certain limitation set out in the Legal Aid Act. The Law Firm does normally not engage in assignments financed by legal aid.

6. Invoicing and payment

- 6.1 In absence of any written agreement, the Law Firm will invoice its work and services regularly, usually monthly with a payment period of 15 days.
- 6.2 Interest will be charged on overdue payments at the interest rate stipulated in the Swedish Interest Act (Sw. *räntelagen*).

7. Intellectual property rights

- 7.1 Copyright and other intellectual property rights related to work performed by the Law Firm within the scope of the assignment belong to the Law Firm. The client has the right to use the results produced by the Law Firm for the assigned purposes. In the absence of any other agreement, no document or other work results generated by the Law Firm may be circulated or used for marketing purposes.

8. Confidentiality

- 8.1 Information provided by the client is protected by the Law Firm in accordance with law and the Code of Conduct.
- 8.2 If the Law Firm engages or cooperates with other advisors or professionals, the Law Firm has the right to disclose documents and information which the Law Firm considers relevant to the advisor or the expert in order for them to provide advice or perform the relevant services to the client.
- 8.3 The Law Firm may, in some cases, be required to provide information to tax authorities about the client's VAT number and value of the services delivered.

9. Identification and Personal Data

- 9.1 For certain assignments, the Law Firm is required by law to verify its clients' identity and ownership and to inform itself about the nature and purpose of a potential assignment. Therefore, the Law Firm may require the client to provide identity documentation as well as information and documentation indicating the origin of funds and other assets. The Law Firm may also obtain information from external sources in order to verify information received from the client.
- 9.2 The Law Firm is required by law, to report any suspicions of money laundering or terrorism financing to the relevant authorities. Under such circumstances, the Law Firm is prevented by law to inform the client of the suspicions or that a notification has been made or could be made to the



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authorities. In case of suspicions of money laundering or terrorism financing, the Law Firm is obligated to decline or resign from the assignment.

- 9.3 The Law Firm does not accept any liability for damages incurred by a client, or potential client, in connection with the fulfilment of the Law Firm's obligations as set out in section 9.1 and 9.2 above.

10. Limitation of liability

- 10.1 The Law Firm's liability shall be reduced by any amount that is or may be obtained by the client under an insurance policy or through a contract or indemnity, provided that it is not inconsistent with the terms and conditions of the insurance, the contract or the indemnity and that the client's rights under the insurance, contract or indemnity have not been restricted.
- 10.2 The Law Firm has no liability to third parties due to the client's use of documents or advice from the Law Firm.
- 10.3 The Law Firm is not liable for damages caused by circumstances beyond the Law Firm's control which the Law Firm could not have foreseen at the time of the assignment and which consequences the Law Firm could not reasonably have avoided or overcome.
- 10.4 The Law Firm's liability against the client is, under any circumstances, limited to the amount that may be obtained under the Law Firm's liability insurance.

11. Complaints and claims

- 11.1 If the client is dissatisfied with the services provided and wants to make a complaint or claim against the Law Firm, the client should give notice to the Law Firm as soon as the client obtains knowledge of the circumstances which constitute the basis of the complaint or claim.
- 11.2 If the client's claim against the Law Firm is based on third party claims, the Law Firm or the Law Firm's insurer shall have the right to respond to, satisfy or settle the claim provided that the client is indemnified. If the client responds to, satisfies, settles or otherwise takes any action regarding such a claim without the prior consent of the Law Firm, the Law Firm shall not be liable for the claim or any part thereof.

12. Termination of the assignment

- 12.1 The client may terminate the assignment at any time by instructing the Law Firm to resign from the assignment. The client is however obligated to pay for the services and advice performed by the Law Firm and expenses incurred by the Law Firm prior to the termination of the assignment.
- 12.2 The conditions under which the Law Firm has the right or obligation to decline or resign from an assignment are specified in law and the Code of Conduct. The Law Firm may e.g. decline or resign from an assignment in case of a conflict of interest, non-payment by the client, insufficient instructions from the client or if confidence and trust between the Law Firm and the client no longer exist. If the Law Firm resigns from an assignment, the client is obligated to pay for the services and advice conducted by the Law Firm and expenses incurred by the Law Firm prior to the resignation. The assignment shall, under all circumstances, be considered concluded when it has been completed.

13. Prevailing terms and language versions

- 13.1 If the Law Firm has provided a client an

assignment/engagement letter regarding a particular assignment, the terms of such a letter supersede these general terms and conditions if and to the extent there is any inconsistency between these general terms and conditions and the terms set out in such a letter.

- 13.2 These general terms and conditions exist in a Swedish and an English version. The Swedish version applies in relation to clients domiciled in the Nordics. The English version applies for clients domiciled outside of the Nordics.

14. Governing law and dispute resolution

- 14.1 The Law Firm's assignments and services shall be governed by and construed in accordance with the laws of Sweden.
- 14.2 Any dispute, controversy or claim arising in connection with the Law Firm's assignments and services shall be settled by the Stockholm District Court (Sw. *Stockholms tingsrätt*) as first instance.
- 14.3 If a client is considered to be a consumer, the client may have its claim adjudicated by the Swedish Bar Association's Consumer Dispute Committee (Sw. *Advokatsamfundets konsumenttvistnämnd*). The address to the Swedish Bar Association's Consumer Dispute Committee is: Konsumenttvistnämnden, Sveriges advokatsamfund, Box 27321, 102 54 Stockholm. For further information, go to www.advokatsamfundet.se/konsumenttvistnamnden.