

## GENERAL TERMS AND CONDITIONS

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### 1. APPLICABILITY

1.1 The terms and conditions set out in this document (“**General Terms and Conditions**”) apply to all assignments submitted to Öresund Advokat Malmö AB, company registration number 559360-9372 (“**Öresund Advokat**”, “**us**”, “**we**”, “**our**”), unless something to the contrary has been agreed in writing.

1.2 If you have received an assignment confirmation in connection with an assignment and the terms and conditions in such a confirmation differ from these General Terms and Conditions, the terms and conditions in the assignment confirmation shall take precedence over these General Terms and Conditions.

### 2. OUR SERVICES

2.1 Assignments may be submitted verbally or in writing. We proceed on the assumption that the contact person who has submitted an assignment to us, or who provides instructions during the course of the assignment, is authorised to do so, even if written documentation such as a power of attorney has not been provided.

2.2 All assignments are submitted to Öresund Advokat and not to individual employees.

2.3 Unless something to the contrary has been explicitly stated, we base our services and advice on Swedish law.

2.4 Our services cover legal issues, and consequently we accept no responsibility for issues other than those of a legal nature. We do not provide financial advice or advice on tax issues.

2.5 Our advice is tailored to each individual assignment, and consequently you cannot rely on any advice provided in another assignment or situation.

2.6 The advice we provide is based on the prevailing legal situation at the time the advice is provided. Our advice is never provided as any form of guarantee of a specific outcome.

### 3. FEES AND COSTS

3.1 Our fees are charged on an on-account basis and in accordance with the Swedish Bar Association’s rules on good legal practice. This means that our fees are based on a number of factors such as (i) the amount of time spent on the assignment, (ii) the level of skill and experience required for the assignment, (iii) the assignment’s degree of difficulty and value, (iv) any risks for Öresund Advokat, (v) the urgency of the assignment, and (vi) the results achieved. Deviations from the price model described in this section 3.1 require a separate agreement.

3.2 Please note that any estimate of our fee in relation to a specific assignment does not constitute a fixed price, and that such an estimate is based on the information available to us at the time the estimate is made.

3.3 Other than fees, costs may also arise in relation to travel and other expenses. We normally charge such expenses in arrears, although we may also request advance payment in relation to expenses or send you specific invoices for payment. If, for example, the services of experts, advisors or other external consultants are engaged during the course of the assignment, we normally request that such third parties bill you directly for their fees rather than via us.

### 4. BILLING AND CLIENT FUNDS

4.1 As a rule, we bill our clients on a monthly basis for the time spent on their assignments in the previous month, although we may also issue an interim invoice “on account” for our fee.

4.2 We may also request advance payment before we commence an assignment. This advance payment is then used to settle the total cost of the assignment. The total cost of the assignment may turn out to be lower or higher than the amount of the advance payment we have received.

4.3 A due date is specified on our invoices. In the event of late payment, we have the right to charge penalty interest on the overdue amount, in accordance with the Swedish Interest Act, from the due date until the date on which payment is received. If a payment is not received on time, we reserve the right to stop working on an assignment.

4.4 In certain cases we are obligated by law to provide the tax authorities with information regarding your VAT registration number and the value of the services we have performed on your behalf. By submitting an assignment to Öresund Advokat, you consent to our disclosure of such information in accordance with the rules and regulations applicable at any given time.

### 5. IDENTIFICATION OF CLIENTS

5.1 We are obligated by law to verify our clients’ identity and ownership details. Consequently, before the commencement of any work, we may request that you provide us with identity documents regarding yourself and other individuals who represent you or are otherwise involved in the assignment on your behalf.

If our client is a legal entity, we may request such documents regarding the natural persons who have ultimate control of the legal entity in question.

5.2 We may also request documentation regarding funds and the origin of other assets.

5.3 In order to be able to verify the information provided to us, we may obtain information from other external sources.

5.4 We are also obligated by law to report any suspicions of money laundering or financing of terrorism to relevant authorities, and to decline or withdraw from an assignment in cases where such suspicions exist. We are also prevented from notifying you of such suspicions or the fact that a report has been made or is planned to be made.

## 6. COMMUNICATION

6.1 We use email, phone calls and video calls in our contact with clients. However, we cannot accept any responsibility for any risks associated with the use of such means of communication. Please provide us with separate instructions if you have specific wishes regarding the means of communication to be used during a specific assignment.

6.2 Due to our use of a spam and virus filter which may prevent emails from reaching the intended recipient, please follow up any important emails with a phone call to ensure that the email has been correctly received.

## 7. CONFIDENTIALITY

7.1 We are members of the Swedish Bar Association and are therefore subject to the duty of confidentiality prescribed by law and in the Swedish Bar Association's rules. This means that we will not disclose information about any circumstances to third parties without your consent.

7.2 However, in certain cases we are obligated by law to disclose certain information. In certain specific cases we also have an obligation to disclose certain information to other clients.

7.3 When you permit us to engage the services of experts and external consultants during the course of an assignment, certain relevant information may be disclosed to such third parties.

## 8. INTELLECTUAL PROPERTY RIGHTS

8.1 All intellectual property rights to the work results and the materials which we produce or develop on behalf of a client belong to us. However, provided you have paid our fee and costs, you have the right to use such work results and such materials for the purposes for which they are provided. Unless something to the contrary has been agreed in writing, you do not have the right to disseminate such work results or materials, or to use them for marketing purposes.

## 9. LIMITATION OF LIABILITY

9.1 Öresund Advokat's liability for damages on account of our negligence during performance of our services is limited to twenty-five million Swedish kronor (SEK 25,000,000) per occasion or, if our fee for the assignment in question is less than one million Swedish kronor (SEK 1,000,000), such liability for damages is limited to five million Swedish kronor (SEK 5,000,000) per occasion. Our total liability for damages per year (calculated on the basis of a calendar year) is limited to a maximum of fifty million Swedish kronor (SEK 50,000,000) per year. We are not liable for any indirect or consequential damages, including loss of business, production, savings or profit.

9.2 Öresund Advokat's liability shall be reduced by the amount received by the client through the client's insurance or by way of agreement or indemnity undertaking.

9.3 Under no circumstances is Öresund Advokat liable for external advisors or consultants whose services have been engaged during the course of an assignment.

9.4 We disclaim all liability for the use of work results for any purpose other than the purpose for which such results have been generated.

9.5 We disclaim all liability in relation to third parties who rely on our work results.

9.6 Unless something to the contrary has been agreed, we are not liable for any loss or damage arising due to failure to meet set deadlines or time frames.

9.7 If an assignment is terminated on account of circumstances

attributable to the client, or due to the fact that we may or must withdraw from an assignment pursuant to section 11.1, we are not liable for any loss or damage which may arise in connection with the cessation of the assignment.

9.8 The limitations of liability set out in this section 9 also apply in relation to individuals who are or have been partners or employees of Öresund Advokat.

## 10. PERSONAL DATA

10.1 Information on our processing of personal data is available on our website, [www.oresundadvokat.se](http://www.oresundadvokat.se).

## 11. CESSATION OF ASSIGNMENTS

11.1 During the course of the assignment, you may terminate our assignment by submitting a written request to this effect. In such circumstances, you are only liable to pay for the services we have performed and the expenses and costs that have arisen prior to the cessation of the assignment.

11.2 There are certain circumstances in which we, by law or pursuant to the Swedish Bar Association's rules, have the right or obligation to decline or withdraw from an assignment. Such circumstances may, for example, include situations in which suspicions of money laundering or financing of terrorism exist, a client has failed to make payment on time, or a conflict of interest has been identified. Please note that, in such circumstances, you are still liable to pay for the services we have performed and the expenses and costs that have arisen prior to our withdrawal from the assignment.

## **12. DOCUMENTS AND ARCHIVING**

12.1 Unless something to the contrary has been agreed, we will return any and all original documents to you when an assignment has been completed. We will retain copies of the documentation relating to the assignment for our own archives.

12.2 When an assignment has been completed or has otherwise ceased, relevant documentation and work results are retained or stored for as long as we deem appropriate taking into account the nature of the assignment. However, we will not retain or store such documentation and work results for a period of time shorter than that which is required by law or the Swedish Bar Association's rules.

## **13. COMPLAINTS AND DEMANDS**

13.1 If, for some reason, you are dissatisfied and wish to submit a complaint, please contact the person who is responsible for the assignment.

13.2 Any claims or demands must be made as soon as you have become aware of the circumstances that form the basis for such claim or demand. However, a claim or demand may not be made later than six (6) months after the date on which you became aware, or should reasonably have become aware, of the circumstances that form the basis for such claim or demand.

13.3 Clients who are consumers may, under certain circumstances, contact the Swedish Bar Association's Consumer Disputes Committee in order to receive examination of a fee-related dispute or other financial claim against a lawyer or law firm. For more information, please see [Swedish Bar Association: Consumer Disputes Committee](#).

## **14. AMENDMENTS AND LANGUAGE VERSIONS**

14.1 These General Terms and Conditions may be amended by us. The latest version is always available on our website, [www.oresundadvokat.se](http://www.oresundadvokat.se).

14.2 These General Terms and Conditions have been prepared in two versions, one in Swedish and one in English. The Swedish version is applicable to clients who are resident in Scandinavia. The English version applies to any other clients.

## **15. APPLICABLE LAW AND DISPUTE RESOLUTION**

15.1 These General Terms and Conditions and our assignments, services or other thereto related matters shall be subject to Swedish substantive law.

15.2 Disputes arising in connection with these General Terms and Conditions, our assignments, services or other thereto related matters shall be finally settled by way of arbitration proceedings administered by the Arbitration Institute of the Stockholm Chamber of Commerce ("**SCC**").

15.3 The seat of arbitration shall be Malmö, Sweden, and the language of the arbitration shall be Swedish.

15.4 The Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply unless the SCC, taking into account the complexity of the case, the value of the object of the dispute and other relevant circumstances, determines that the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply. In the latter case, the SCC shall also determine whether the arbitral tribunal shall be composed of a sole arbitrator or three arbitrators.

15.5 All arbitration proceedings relating to our assignments, services or other thereto related matters, as well as all information, documents and other materials arising in the course of such arbitration proceedings, shall be confidential and shall only be used for the purposes of the arbitration proceedings.

15.6 Notwithstanding that which is stated in section 15.2, we reserve the right to bring an action before a general court of law regarding overdue receivables or other debt collection measures. Please note that your relationship with Öresund Advokat may then become public.