

## ADVOKATFIRMAN LINDAHL'S GENERAL TERMS AND CONDITIONS (2016:2)

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These general terms and conditions apply to all matters for which Advokatfirman Lindahl KB ("Lindahl") is engaged by its clients.

In addition to these general terms and conditions, the Code of Professional Conduct for Members of the Swedish Bar Association shall apply to the matter.

Lindahl may modify these general terms and conditions from time to time. The most recent version of the general terms and conditions is available on Lindahl's website, [www.lindahl.se](http://www.lindahl.se), at all times. Any modification of the general terms and conditions shall only apply to matters which are commenced after the modification has been published on the website. Lindahl will only send you a copy of the most recent version of the general terms and conditions upon request.

### WORKING METHODS, MATTERS AND CLIENT CONTROL

Where applicable, Lindahl works in teams to provide you with the resources and know-how necessary for the matter.

The scope of Lindahl's resources may change during the course of the matter and Lindahl may also change the staffing of the matter. Where so required by relevant rules, Lindahl shall send written confirmation about the matter.

In order to develop the relationship between you and Lindahl and to aid Lindahl in its understanding of your business, Lindahl has a client-relations partner with overall responsibility to you for Lindahl's services. Lindahl will also appoint a member of the Swedish Bar Association (hereinafter referred to as an "Advokat") who is responsible for the Law Firm's work on the individual matter. This Advokat may be the client-relations partner or another Advokat with the necessary expertise.

Lindahl accepts the matter as engagement of Lindahl and not as engagement of an individual partner. This applies even if the express or implied intention is that the matter be carried out by one or more specified or unspecified individuals. All of Lindahl's partners and other staff who work on the matter 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 matter is thus an agreement with Lindahl and not an agreement with any individual connected with Lindahl.

All issues pertaining to a dispute, business transaction or business arrangement shall be deemed one matter even if several closely related companies are involved, if different lawyers at Lindahl are involved, and even if separate invoices are issued.

Lindahl's advice in the matter is adapted to the matter and to the circumstances which are presented to Lindahl. Accordingly, you cannot use or rely on the advice for any purpose, situation or objective other than that for which it was provided by Lindahl. Unless you and Lindahl have agreed otherwise, the advice in the matter does not include the potential tax consequences of the matter.

Lindahl's advice in the matter is solely in respect of Swedish law and thus does not include the law of any other jurisdiction.

Any opinions by Lindahl about the law in other jurisdictions, and the extent of such statements, are based solely on Lindahl's general experience of legal issues in such jurisdictions. Such opinions do not constitute legal advice. However, Lindahl will gladly assist you in obtaining necessary advice from lawyers in such jurisdictions.

### CONFIDENTIALITY AND INFORMATION

Lindahl, its partners and its employees are subject to a duty of confidentiality according to, inter alia, the Code of Judicial Procedure and the Code of Professional Conduct for Members of the Swedish Bar Association. Lindahl will not disclose facts which are not in the public domain to any third party unless necessary as an element in carrying out the matter or with your consent.

For certain matters, Lindahl is legally obliged to collect and preserve evidence and certain documentation about its clients' identities. Accordingly, Lindahl may ask you to provide ID documents and other documentation about you or your company or another person who is involved in the matter. Such a request may also be made after commencement of a matter. If you do not provide the documentation which Lindahl requests, Lindahl may be legally obliged to terminate the matter and the relationship with you immediately.

Notwithstanding the duty of confidentiality, Lindahl is legally obliged to provide information in conjunction with investigations of certain types of crimes, and to provide information about VAT registration numbers to the Swedish Tax Agency. By engaging Lindahl, you consent to Lindahl providing the information described above.

Lindahl reserves the right to use information which it obtains in conjunction with carrying out a matter 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.

Lindahl's file management is digital and the primary rule is that documents are stored in electronic form only. In those cases where Lindahl receives a document and the physical copy does not have independent significance, the document is digitalised and the physical document is then destroyed.

Accordingly, Lindahl cannot return the documents which it has received but rather only digital copies. 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 Lindahl have agreed otherwise, Lindahl's fees are determined based on the following factors: (a) the skill and experience required for the matter; (b) the result achieved; (c) the time expended; (d) the monetary value to which the matter pertains; (e) any risks for Lindahl; and (f) the time pressure involved for the matter. Lindahl's fees conform to the Swedish Bar Association's rules.

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

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

If you are entitled to insurance indemnification (such as from legal aid insurance) to cover a portion of Lindahl's fees, it is nevertheless your responsibility to pay Lindahl's fees in the amount and at the rate at which they are invoiced and become due for payment. Insurance does not pay for value added tax and ordinarily has a significant excess and a maximum indemnification amount. If your insurer provides an advance or pays part of the fees on account, such payment is not deducted from Lindahl's claim until payment is made.

Lindahl reserves the right to issue an on-account invoice for its fees. If such invoice is issued, the final invoice for the matter will state the total fees, and the fees which you paid on account shall be set off.

Lindahl reserves the right to request a retainer, both before it commences its work on a matter and during a pending matter. Lindahl's right to a retainer applies continuously throughout the matter. The retainer is used to pay future expenses and fee invoices. Ordinarily, retainers are first set off against invoice upon the conclusion of the matter. Since members of the Swedish Bar are ordinarily prevented from requesting a retainer which is greater than the anticipated fee, Lindahl's final fee will often be greater than the retainer amount.

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

Lindahl 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, Lindahl may apply special limitations of liability for certain matters or partial matters. You will be informed of such limitations of liability prior to commencing the matter or partial matter.

Lindahl'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 matter is limited to a sum equal to five (5) times the fee for the matter or five (5) million Euro whichever is higher.

Lindahl'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.

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

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

Where Lindahl has undertaken to provide advice about potential tax consequences, Lindahl's liability shall not include taxes which you are to pay unless, at the time the advice was given, it was clear that you could have achieved your goals by using an alternative structure or method without additional costs or risk and thereupon could have avoided payment of such tax entirely.

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

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

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

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

Lindahl's limitations of liability under these terms and conditions or pursuant to a separate agreement with you also apply to Lindahl's partners, other lawyers and previously-employed lawyers.

### **OTHER ADVISORS**

Lindahl 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 Lindahl and Lindahl shall have no liability for advice which they give you or for having recommended them to you. Lindahl shall not be liable for fees or costs charged by such advisors.

Where Lindahl instructs such other professional advisors on your behalf, Lindahl 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, Lindahl assumes no liability for such bids or agreements.

### **COMMUNICATION, MARKETING AND INTELLECTUAL PROPERTY RIGHTS**

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

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

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

Unless you and Lindahl have agreed otherwise, Lindahl will send all original documents to you when the matter has been concluded. Lindahl will retain copies of documents for its own records.

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

### **INSIDER LIST**

Lindahl presumes that you will submit information regarding whether, and in such case when, you require Lindahl to maintain an insider list in order to meet your obligations under the Market Abuse Regulation (2014/596/EU) and related rules. Lindahl will provide you with the insider list in an electronic format upon request, provided that the request is presented within five years after it is drawn up or updated. You undertake to keep the insider list confidential and to use it only to satisfy your obligations under the aforementioned rules.

Lindahl undertakes to take all measures necessary to ensure that the individuals on the insider list understand the obligations which it entails and the consequences of misuse and unlawful disclosure of inside information.

### **COMPLAINTS, DEADLINES AND DISPUTE RESOLUTION**

The basis of Lindahl's business is that its clients are satisfied with how the services are performed and that Lindahl's advice meets, and hopefully exceeds, the client's expectations. If you are nevertheless dissatisfied or have complaints against Lindahl, you must notify the

client-relations partner or partner responsible for the matter as soon as possible.

If you wish to make a claim against Lindahl 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 Lindahl's most recent invoice for the matter (limitation period).

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

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

Lindahl'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 Lindahl'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, Lindahl 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.

The rules of the duty of confidentiality for members of the Swedish Bar contain exceptions for, inter alia, Bar Association members' recovery of their own fee claims. Failure to pay can therefore lead to public disclosure of information which otherwise would have been subject to confidentiality. Recovery measures cannot be performed without your relationship with Lindahl becoming publicly disclosed.

As it relates to disputes between a consumer on the one hand and an attorney (member of the bar) at Lindahl

or Lindahl on the other hand, the consumer has, if the dispute cannot be resolved amicably, the right to have the matter tried by the consumer dispute resolution board of the Swedish Bar Association. See further: [www.advokatsamfundet.se/konsumenttvistnamnden](http://www.advokatsamfundet.se/konsumenttvistnamnden). A consumer is a physical person acting outside the scope of business or professional operations.