

# LINDWALL LAW GROUP

## GENERAL TERMS

2018-05-22

### 1. INTRODUCTION

- 1.1. These general terms and conditions apply to all services provided by J. Lindwall Law Group Advokatbyrå AB ("LLG", "us", "we" or "our") in any engagement ("engagement" or "matter").
- 1.2. The code of conduct established by the Swedish Bar Association ("Code of Conduct") as well as other applicable bar associations (including the Council of Bars and Law Societies in Europe (CCBE)) also apply to our services.
- 1.3. These general terms and conditions shall apply to all aspects of a matter, irrespective of whether the engagement involves several parts, or we are acting for several entities or individuals or if separate invoices are issued.

### 2. CONFLICTS OF INTEREST, CLIENT IDENTIFICATION AND PERSONAL DATA

- 2.1. We are under a legal obligation to investigate the identity of our clients and their ownership structure as well as to request information about the nature and objective of the matter in which we are engaged. Consequently, we may ask you to provide us with identification documents and information about the source of funds and other assets. In addition, we may be required by law to verify such information through independent external sources. If acceptable information and documentation is not provided to us, we may decline or withdraw from the matter.
- 2.2. We are under a legal obligation to disclose suspicions of money laundering or terrorism financing to the police authorities. We may not, according to law, inform you of such suspicions or that we have made or are contemplating to make disclosures to the police authorities. In case of any suspicions of money laundering or terrorism financing, we are required by the Code of Conduct to decline or withdraw from the engagement.
- 2.3. We may be required by law to provide information to the tax authorities on the VAT number of our clients and the invoiced amounts. By engaging us, you consent to us providing such information. If you would oppose such reporting, we may, according to the Code of Conduct, decline or withdraw from the engagement.
- 2.4. LLG is the controller of personal data provided in conjunction with matters or otherwise registered when preparing or administering a matter. Contact us if you wish to obtain information about the personal data we process or if you have other questions about our personal data processing.

- 2.5. We cannot be held liable for any loss or damage directly or indirectly suffered by you as a consequence of our compliance with the obligations set out in clauses 2.1-2.4.

### 3. ENGAGEMENT

- 3.1. All engagements are carried out by LLG and not by an individual partner or associate. For each engagement, a senior associate will be main responsible for the engagement. The senior associate can be assisted by one or several associates.
- 3.2. The content and scope of our engagement may be set out in a written or oral engagement confirmation. The nature and scope of the engagement can, however, be revised during the engagement, depending on your instructions or the conditions that apply to the matter from time to time.
- 3.3. The engagement will be carried out based on instructions and conditions provided by you. We therefore assume that this information is correct and complete.
- 3.4. We do not provide tax advice, financial advice, accounting advice or advice on the commercial merits of decisions, investments or transactions or recommendations on whether a certain investment or transaction should be carried out or not.
- 3.5. Our services and advice are tailored only to the circumstances, facts and instructions presented to us in the engagement. Accordingly, you may not rely on our services or advice in any other matter or for any other purpose than the specific engagement and purpose for which the service or advice was given. Our advice is based on the legal conditions at the time of the advice.
- 3.6. Our services only include advice regarding Swedish law. If we, based on our general experience, would express a view on legal issues in another jurisdiction than Sweden, such view does not constitute advice that you may rely on. However, at your request, we would be pleased to assist you in obtaining advice from other advisors in the relevant jurisdiction.
- 3.7. If we engage or work together with other advisors or professionals, any such advisor or professional shall be considered independent of us. Consequently, we assume no responsibility or liability for advice given or work carried out by other advisors or professionals or for the choice of them, irrespective of whether they report to you or us. We assume no responsibility or liability for fees or expenses incurred by other advisors or professionals.
- 3.8. If we, together with one or several other advisors or professionals, would be liable for the same loss or damage suffered by you, our liability for such loss or damage shall be limited to such sum as is reasonable

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with regards to the extent of our responsibility for the occurrence of the loss or damage. If we, together with one or several other advisors or professionals, would be jointly and severally liable to you in relation to the same loss or damage suffered by you and another advisor's or professional's liability to you is more limited than our liability, any liability we might have to you shall be reduced by the amount of the contribution we would have been able to recover from that advisor or professional if its liability to you had not been so limited (and regardless of whether that other advisor or professional would have been able to pay the contribution to us).

## 4. COMMUNICATION

- 4.1. The communication between us, the client and others involved in the engagement, will be carried out via several means of communication, among others via e-mail and Internet. We are not responsible for any risks involved in communicating via e-mail and Internet.

## 5. RIGHT TO DOCUMENTS AND RESULTS

- 5.1. Copyright and any other intellectual property rights in all work products that we generate for clients belong to us, although you have the right to use such work products for the purposes for which they are provided. Unless otherwise agreed, no document or other work product generated by us may be generally circulated or used for marketing purposes.

## 6. CONFIDENTIALITY

- 6.1. We observe confidentiality in accordance with the Code of Conduct. However, in certain cases, we may be obliged by law to disclose information.
- 6.2. Where we agree to carry out an engagement for more than one client, we have the right to disclose such materials and information that one of the clients has communicated to us in the specific engagement, to the other clients.
- 6.3. If we engage or liaise with other advisers or professionals during an engagement, we may communicate to them all materials and other information that we believe may be relevant to assist them in advising or carrying out the engagement.
- 6.4. When an engagement has become publicly known, we may disclose our involvement in the matter for marketing purposes.

## 7. FEES AND EXPENSES

- 7.1. Our services are charged in accordance with the Code of Conduct. Our fees are determined based on a number of factors such as, inter alia, time spent; the type, complexity and importance of the matter; the

knowledge, skills, experience and resources required; time constraints and amount of work required to be performed beyond normal office hours; and the result achieved through our work.

- 7.2. Upon your request, we will at the start of an engagement provide an estimate of our fees. Such estimate is only based on information available to us at the time of providing the estimate and shall not be regarded as a fixed quote, unless specifically agreed. Upon your request, we can also update you on the fees incurred as work progresses during the engagement.
- 7.3. In addition to the fees for our work, we will charge for certain expenses incurred during the engagement. Among other things for registration fees, registry search fees, fees of other advisors and professionals and travel expenses.
- 7.4. Our fees and expenses are exclusive of VAT which will be charged where we are required to charge such tax.

## 8. INVOICING AND PAYMENT

- 8.1. Unless otherwise agreed, we will invoice you monthly.
- 8.2. We may in certain cases send issue a preliminary (on account) for our fees. In such cases, the final invoice will set out the total amount from which the amount in the preliminary invoice will be deducted.
- 8.3. In certain cases, we may request an advance payment. Such payment will be used to settle future invoices. The final total amount of our fees and expenses for the engagement may be more or less than the amount of the advance payment.
- 8.4. Each invoice sets out its due date, normally 15 days from the date of the invoice. If an invoice is not paid, interest on the balance owing will be charged at the statutory rate applicable from the due date until receipt of payment.
- 8.5. In Swedish litigation and arbitration, the losing party can be ordered to pay the costs (including legal fees) of the winning party. This is however not always the case. In certain cases, costs are only partly recoverable or not at all. Irrespective of whether you should be the winning or losing party you must pay our fees for services rendered and expenses incurred in representing you in litigation or arbitration.
- 8.6. If our fees and expenses are to be financed by making use of a legal costs and expenses insurance you must still pay our fees and expenses to the extent they exceed whatever is paid out under the insurance.

## 9. LIMITATION OF LIABILITY

- 9.1. Our liability for any loss or damage suffered by the client as a result of negligence or other breach of contract on our part shall in respect of each

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engagement be limited to SEK 10,000,000, or if our fees in the relevant engagement are less than SEK 1,000,000, to SEK 3,000,000.

- 9.2. Our liability for a loss or damage shall be reduced by any amount which may be obtained by you under any insurance, contract or indemnity to which you a party or a beneficiary.
- 9.3. We shall not be liable for any loss or damage suffered as a result of your use of our work products or advice in any other context or for any other purpose than for which it was given.
- 9.4. We are not liable for any loss or damage of the client caused directly or indirectly by us observing the Code of Conduct or any other legal obligations.
- 9.5. We are not liable for any loss or damage of a third party caused by the client using our work result or the engagement. If agreed specifically that a third party may rely on our work products or advice, this will not increase or otherwise affect our liability, and we will only be liable to such third party to the extent we would have been liable to you. Any amount payable to a third party as a result of such liability will reduce our liability to you correspondingly. No client relationship with such third party is assumed.
- 9.6. We shall not be liable for any loss or damage suffered as a result of events beyond our control, which events we could not reasonably have anticipated at the time we accepted the engagement and whose consequences we could not reasonably have avoided or overcome.

## 10. INSURANCE

- 10.1. We maintain a professional liability insurance suitable for the business activities.

## 11. COMPLAINTS AND CLAIMS

- 11.1. If you wish to submit a complaint or claim, please notify the partner Johan Lindwall as soon as you have become aware of the circumstances giving rise to the complaint or the claim. No claim may be made later than six (6) months after the later of (i) the date the last invoice was issued for the engagement to which the claim refers and (ii) the date the circumstances giving rise to the claim became known to you or could have become known to you after carrying out reasonable investigations.
- 11.2. If a claim is based on a claim against you by an authority or other third party, we or our insurers shall be entitled to meet, settle and compromise such claim on your behalf, if you are indemnified by us. If you meet, settle, compromise or otherwise take any action in relation to such claim without our consent, we will not accept any liability for such claim.

- 11.3. If you reimbursed by us or our insurers in respect of a claim, you shall, as a condition for such reimbursement, transfer the right to recourse against third parties to us or our insurers by way of subrogation or assignment.

## 12. TERMINATION OF ENGAGEMENT

- 12.1. You may terminate our engagement at any time by requesting us to cease acting for you. If you do so, you must still pay our fees for services provided and the expenses incurred by us prior to the date of termination. The engagement is nevertheless terminated when completed.
- 12.2. Law and the Code of Conduct set out circumstances that allow or require us to decline or withdraw from an engagement. If we decide to terminate our engagement, you must still pay our fees for services provided and expenses incurred prior to the date of termination.

## 13. ARCHIVING

- 13.1. After the conclusion or termination of an engagement, we will archive (or store with a third party and in hard or soft copy) essentially all documents and work products accumulated or generated in a matter, whether on paper or electronically, for a period of time which we deem to be adequate for that particular type of engagement, however under no circumstances for a period of time shorter than that required by law or under the Code of Conduct.
- 13.2. Since we are under an obligation to archive essentially all documents and work products accumulated or generated in the matter, we will not be able to meet a request by you to return (without making and keeping a copy) or destroy a document or work product in advance of the expiration of the archiving period.
- 13.3. Unless otherwise agreed, we are not required to store your original documents. Consequently, at the conclusion or termination of an engagement, we may send all original documents to you. We may keep a copy of such documents.

## 14. AMENDMENTS AND DISCREPANCIES

- 14.1. These general terms and conditions may be amended by us from time to time. The current version is published on our website [www.lindwalllawgroup.se](http://www.lindwalllawgroup.se). Amendments will become effective only in relation to matters initiated after the amended version was posted on our website.
- 14.2. In case we have provided you with written terms and conditions, those terms shall prevail if and to the extent there is any inconsistency between these general terms and conditions and those terms.

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14.3. These general terms and conditions are produced in Swedish and in English. For clients domiciled in Sweden, the version in Swedish shall prevail. The version in English shall prevail for all other clients.

## 15. GOVERNING LAW AND DISPUTES

15.1. These general terms and conditions, our services and our advice shall be governed by and construed in accordance with substantive Swedish law. Any dispute, controversy or claim arising out of or in connection with these general terms and conditions, any engagement letter, our engagement, our services and our advice shall be finally settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The seat of arbitration shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be English unless we and you agree to use Swedish.

15.2. Arbitral proceedings and all information disclosed during such arbitral proceedings, as well as any

decision or award that is made or declared during the proceedings, may not, in any form, be disclosed to a third party without the express consent of the other party. A party shall, however, not be prevented from disclosing such information in order to preserve its rights versus the other party or if the party is required to so disclose pursuant to law or other applicable mandatory regulations.

15.3. Notwithstanding clause 15.2, we shall be entitled to commence proceedings for the payment of any amount due in any court with jurisdiction over the client or any of the client's assets.

15.4. Clients who are consumers may under certain circumstances turn to the Swedish Bar Association's Consumer Disputes Board (Konsumenttvistnämnden) to have fee disputes and other financial claims against us tried. For further information, see [www.advokatsamfundet.se/Konsumenttvistnamnden](http://www.advokatsamfundet.se/Konsumenttvistnamnden) or contact us or the Consumer Disputes Board directly.

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