

## General terms and conditions for Lindskog Malmström Advokatbyrå KB

These general terms and conditions apply to all assignments performed by Lindskog Malmström Advokatbyrå KB ("LMA" or "we"). In addition to these general terms and condition, the Code of Professional Conduct of the Swedish Bar Association ("Bar Association") applies. By engaging LMA, you are considered to have consented to these general terms and conditions. We may change these general terms and conditions from time to time. The latest version is always available on our website, [www.lmlaw.se](http://www.lmlaw.se). Changes to the terms and conditions apply to the assignments commenced after the changed version has been published on our website. The latest version of these terms and conditions will be sent to you on request.

### 1. Assignments and advice

- 1.1 An agreement is entered into on every assignment and its scope between you as client and LMA before work is commenced. If it is required according to the Bar Association's Code of Professional Conduct, we will send you written confirmation of the scope of the assignment. Every assignment will be staffed with partners and/or other persons working for or engaged by LMA in the way that is most efficient and fit for the purpose in the individual matter based on the expertise required in the matter.
- 1.2 The assignment is an agreement with LMA and not with any natural person associated with LMA. This also applies if it is intended or understood that the work is to be performed by one or more particular individuals at LMA. All of LMA's partners and other persons working for or engaged by LMA are covered by these terms and conditions and these individuals have no personal liability to you.
- 1.3 All aspects involved and issues within a transaction or a commercial arrangement are considered as being a single assignment even if this concerns several legal or natural persons, covers a number of areas of the law, several separate invoices are issued or if the work is performed by a number of different attorneys.
- 1.4 Our advice is adapted to the circumstances of the particular assignment and the facts and instructions that we have received from you. You can therefore not rely on the advice you have received in another assignment or use it for other purposes than that for which it was given. Unless we agree otherwise, our advice in a particular assignment does not cover taxation or possible tax implications.
- 1.5 Our advice only covers Swedish law and does not apply to any other jurisdiction. If we make a statement in a particular matter about the law in other jurisdictions, this is done solely on the basis of LMA's general experience of legal matters in such jurisdictions. Such statements are not legal advice which you shall rely on.
- 1.6 The advice that we provide to you is based on the state of the law at the time at which it is given. Unless we have explicitly agreed otherwise, we do not undertake to update the advice we have provided if the legal situation changes thereafter.

### 2. Fees and invoicing

- 2.1 All fee amounts are exclusive of value-added tax.
- 2.2 Our fees are in accordance with the Code of Professional Conduct of the Bar Association. Unless otherwise agreed, our fees are based on a number of factors such as (i) time spent, (ii) the expertise and experience required by the assignment, (iii) the value involved in the assignment, (iv) any risks for LMA, (v) time aspects and (vi) the result achieved.
- 2.3 In addition to our fees, you will also be charged for travel expenses and other disbursements. We normally pay limited

expenses on your behalf and charge them to you in arrears, but we may ask for advance payment of such expenses or pass on the invoice in question to you for payment.

- 2.4 Unless otherwise agreed, we invoice monthly. In the event of delayed payment, penalty interest is also payable under the Interest Act.
- 2.5 Instead of invoicing for services performed during the current period, we may issue a preliminary invoice "on account" for our fee. The final invoice for the assignment will state the total amount of our fee from which the fee paid "on account" will be deducted.
- 2.6 LMA also reserves the right to request advance payment before we commence an assignment. The advance will be used to pay future invoices for fees and disbursements. The total amount of our fee and our disbursements may exceed the advance payment amount.
- 2.7 You have the right at any time to terminate in writing assignments not performed. If such cancellation takes place, compensation shall be paid to LMA for work performed up to that date and disbursements and expenses claimed.
- 2.8 Unless otherwise agreed, our invoices fall due for payment 20 days after the invoice date.
- 2.9 If you have insurance cover for legal expenses, you may, on certain conditions and to a certain extent, receive indemnification from the insurance policy for legal fees. Information about the conditions for this are shown by the provisions in your insurance contract. LMA has the right to receive compensation from you for its fee in accordance with the conditions of these general terms and conditions also when the legal cover is made use of or if a court in its judgment or decision does not grant you full compensation for your claimed legal fees. In relation to one another, we are thus not bound by the norms of indemnification applied by the insurance company or the court and you are liable to pay also in the event of the fee exceeding the insurance indemnification, or the amount granted to you by the court.

### 3. Client checks and conflicts of interest

- 3.1 By law, we are obliged in certain assignments to check the identity and ownership of our clients and to obtain information about the nature and purpose of the assignment before commencing work. We may therefore request that you provide identity documents for yourself as client and any other person involved in the matter on your behalf and, in the case of a legal entity, the natural persons who have ultimate control over it (beneficial owners). We may also request information and documentation on the origin of the funds and other assets. Such request may also be made after the assignment has been commenced. If we do not receive the requested information, LMA may be liable to immediately terminate the assignment. By law, we are furthermore obliged to retain all the information we have received in connection with this check.

- 3.2 We are obliged by law to report suspected money laundering or financing of terrorism to the Police. We are furthermore prevented from notifying you of suspicions or whether a report has been made or will be made to the Police.
- 3.3 If there is suspected money laundering or financing of terrorism, we are obliged to refuse or terminate the assignment even if it has already been commenced.
- 3.4 We cannot be held liable for damage that you have been caused directly or indirectly due to our complying with the obligations that we consider are placed on us under clauses 4.3, 3.2 and 3.3.
- 3.5 According to the Bar Association's Code of Professional Conduct, we may not represent a party if there is a conflict of interest in relation to another client. In certain situations, we may also be obliged to terminate an assignment if a conflict of interest arises after the assignment has been commenced.

#### 4. Confidentiality

- 4.1 LMA, its partners and its employees have a duty of confidentiality by law and in accordance with the Bar Association's Code of Professional Conduct. Furthermore, we protect the information provided to us by you in a suitable way and in accordance with the Bar Association's code and applicable rules on data protection.
- 4.2 If you permit us to engage or collaborate with other advisors in the assignment, we have the right to disclose material and other information which we consider may be relevant for the advisor to be able to provide advice or perform services for you. The same applies to material or other information which we have obtained due to the checks we have performed under clause 3 above.
- 4.3 By law, we are in certain cases obliged to provide information to the tax authorities about a VAT registration number and the value of the services that we have supplied to you. By engaging LMA, you are considered to have consented to us providing such information to the tax authorities in accordance with current rules.

#### 5. Processing personal data

- 5.1 LMA is personal data controller for the data concerning contact persons that we obtain in connection with the assignment or which is otherwise processed when the assignment is prepared or administered. You are not obliged to disclose personal data to us but if we do not obtain this data, we cannot undertake an assignment as we cannot carry out the necessary checks for disqualification and money laundering.
- 5.2 We retain the data to perform the mandatory disqualification and (when relevant) money laundering checks, to perform and administer the assignment, to safeguard your interests and for purposes of accounting and invoicing. This data is processed on the basis of it being necessary to perform an agreement, necessary to comply with a statutory obligation, to assert or defend legal claims or after striking a balance between interests. The data may also be used for business and method development, market analysis, statistical and risk management. The data, which is processed with a view to developing and analysing operations is processed on the basis of our justified interest in developing operations and communicating with our contacts.
- 5.3 Personal data may be transferred between LMA's various group or sister companies with a view to performing disqualification and money laundering checks, for information and exchange of knowledge and resource allocation. We will not disclose personal data to third parties

other than in cases when (i) it has been specifically agreed between LMA and yourself, (ii) when necessary in the framework of a particular assignment to safeguard your rights, (iii) if it is necessary to enable us to perform our statutory duty or comply with official decisions or court decisions, or (iv) in the event of our engaging external providers of services who perform assignments on our behalf. Data may be disclosed to courts, public authorities, counterparties and counterparty attorneys, if it is necessary to safeguard your rights.

- 5.4 Personal data is retained, in accordance with the obligation resting upon LMA under the Bar Association's Code of Professional Conduct, for a period of ten years from the date of completion of the matter, or the longer time that is called for due to the nature of the matter. Data which is processed with a view to developing, analysing and marketing LMA's activities is saved for a period of two years after the most recent contact. If you give notice of discontinuation from circulated newsletters or similar, the data will be immediately erased.
  - 5.5 You have a right free or charge to request information from LMA about the use of the personal data concerning you. We will at your request or on our initiative rectify or delete data which is incorrect or restrict processing of such data. You have furthermore the right to request that your data be not processed for direct marketing purposes. You also have a right to examine your personal data in a machine-readable format (or, if it is technically possible, to have this data transferred to a third party designated by you). If you are dissatisfied with our processing, you can submit a complaint to a supervisory authority, which is the Swedish Authority for privacy protection's (*Integritetsskyddsmyndigheten*) ([www.imy.se](http://www.imy.se)) in Sweden. You can also apply to the supervisory authority in the country where you live or work.
  - 5.6 Contact us at [info@lmlaw.se](mailto:info@lmlaw.se) or the address below if you have any questions concerning our personal data processing. The personal data controller is Lindskog Malmström Advokatbyrå KB, reg. no. 902002-8107, Box 27707, 115 91 Stockholm, telephone 08-599 29 000.
- #### 6. Liability and limitation of liability
- 6.1 Our liability for damage which you have incurred due to errors or negligence on our part when performing the assignment is limited to an amount corresponding to the higher of five times the fee for the assignment or SEK 50 million.
  - 6.2 The limitation of our liability to the amount stated in clause 6.1 above also applies for several losses, if these losses are caused by one and the same action or failure to act or of the same type of conduct or failure to act. This applies regardless of when the damage was caused or arose.
  - 6.3 Our liability to you is to be reduced by all the amounts which you are able to obtain through insurance which you have taken out or which has been taken out for you or in accordance with any agreement or full indemnification undertaking where you are party or beneficiary.
  - 6.4 With the exception of what is stated in clause 6.7 below, we do not assume any liability in relation to any third party due to your use of documents or other advice from us.
  - 6.5 Unless otherwise specifically agreed, we are not liable for compliance with agreed time frames or for any part of the assignment not being completed within the agreed time frames, or for our not being able to begin or continue or work due to circumstances outside our control.
  - 6.6 If we have undertaken to provide advice on tax-related issues or possible tax implications of a procedure, our

liability for errors or negligence does not include taxes which you are to pay if it was not clear at the time of giving our advice that you could have achieved your commercial goals by using an alternative structure or method without additional cost or risk and in this way avoided payment of these taxes.

- 6.7 If we, at your request, accept that a third party may rely on a document produced by us or advice provided by us, this does not increase or affect our liability and we are only liable to the third party to the extent that we are liable to you. All amounts paid to a third party due to this liability reduce to a corresponding extent our liability to you. Even if we accept that a third party may rely on a document produced by us or advice provided by us, no client relationship is established between us and this third party.

The corresponding applies if we at your request issue certificates, statements or similar to a third party.

- 6.8 Limitation of liability according to these terms and conditions or according to a separate agreement applies both for LMA and LMA's partners, previous partners and for lawyers and other persons working for or who have worked for or are or have been engaged by LMA.

## **7. Co-operation with other advisors**

- 7.1 If we on your assignment, instruct, engage and/or work together with other advisors, these advisors are independent in relation to LMA and we do not take any responsibility for having recommended them to you or for the advice provided by them, regardless of whether the advice is given directly to you or through LMA. We do not take responsibility for the fees and expenses charged by such advisors. If we are engaged to instruct external advisors, we also have the right to accept a limitation of liability on your behalf.

- 7.2 If another advisor's liability to you is more limited than our liability to you, the liability which we have to you as a result of our possible joint and several liability with the other advisor is reduced by the indemnification we would have been able to receive from the advisor if the advisor's liability to you had not been limited in this way (and regardless of whether the other advisor would have been able to indemnify us).

## **8. Procedure in the event of complaints and claims**

- 8.1 If you have complaints about the way that LMA has performed its assignment, you shall inform LMA as soon as possible.
- 8.2 Claims associated with LMA's assignment and advice shall be presented to LMA as soon as you have become aware of the circumstances on which the claim is based. Claims may not be presented later than twelve months after the later of (i) the day on which the final invoice was issued for the assignment that the claim relates to and (ii) the date when the current circumstances were known to you or, after reasonable enquiry, could have been known for you.
- 8.3 Under no circumstances can a claim be presented later than ten years after the advice that the claim relates to was provided.
- 8.4 If your claim against us is a consequence of a claim from a third party, the tax authority or another public authority we shall have the right to counter, regulate and settle the claim on your behalf provided that we fully indemnify you. If you regulate, settle or otherwise undertake any measure regarding such claims without our consent, we have no liability for the claim.

- 8.5 If we our insurers pay indemnification to you arising from your claim, you shall, as a prerequisite for receiving indemnification from us or our insurers, transfer the right to recourse against a third party to us or our insurer. Failing this, no indemnification will be paid to you.

## **9. Internet and e-mail**

- 9.1 As a rule, we communicate with our clients and other parties by e-mail. Please notify us as soon as possible if you prefer not to communicate via e-mail in any assignment. Otherwise, it is assumed that you consent to communicate by e-mail.
- 9.2 Our spam and virus filter and other security arrangements may sometimes reject or filter e-mail. You should therefore make sure that important e-mails have reached us.

## **10. Intellectual property rights**

- 10.1 Copyright and other intellectual property rights to the results of the work we perform for our clients belong to us, but you have the right to use the result for the purposes for which it was provided. Unless otherwise agreed, documents created by us or other results of work performed by us may not be made public or used for marketing.

## **11. Handling of documents**

- 11.1 Unless otherwise agreed, original documents are handed over to you when an assignment is concluded. Copies of these documents and other documents in the matter are filed in accordance with the Bar Association's Code of Professional Conduct.

## **12. Applicable jurisdiction and resolution of disputes**

- 12.1 These general terms and conditions and all issues concerning LMA's assignment are regulated by and interpreted in accordance with Swedish substantive law.
- 12.2 With the exception of what is stated in clause 12.3, disputes or claims arising from or associated with these terms and conditions or any special conditions for the assignment or concerning any matter concerning our assignment/s for you will be finally resolved by arbitration in accordance with the Arbitration Institute of Stockholm Chamber of Commerce. The seat of arbitration shall be Stockholm, Sweden.
- 12.3 Clients who are consumers may, given certain prerequisites, request the Consumer Disputes Committee of the Bar Association to consider disputes concerning fees and other financial claims against us. Further information is available at [www.advokatsamfundet.se/Konsumenttvistnamnden](http://www.advokatsamfundet.se/Konsumenttvistnamnden).
- 12.4 Notwithstanding clauses 12.2 and 12.3 above, we have the right to institute proceedings concerning claims fallen due for payment at a court which has jurisdiction over you or any of your assets.

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These General Terms and Conditions have been adopted by LMA on 20 March 2018.