



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. 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. If we terminate, you will have to pay us for the services we have provided and for the costs we have incurred prior to the termination. In any event, the assignment ends when it is completed.
- 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 determine to be placed on us under clauses 3.2, 3.3, 3.5 or 4.3.
- 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 analyzing 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, analyzing 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 to free of charge 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 (sw. Integritetsskyddsmyndigheten) 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 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, P.O. Box 27707, SE-115 91 Stockholm, Sweden, telephone +46 (0)8-599 29 000.

6. Liability and limitation of liability

6.1 Our liability for any loss or damage suffered by you as a result of our fault or negligence or breach of contract shall, provided our actions are not willful, be limited to an amount per engagement of 50 million Swedish kronor or, if our fee for the engagement is less than one million Swedish kronor, five million Swedish kronor. A price reduction or any other remedy cannot be available in addition to damages. Neither can we accept any obligation to pay penalties. Notwithstanding the foregoing, our liability for any claim that relates to loss of documents shall be limited to the amount which is paid out under our professional indemnity insurance policy in respect of the claim concerned.

6.2 Limitation of our liability to the sum specified in 6.1 also applies to multiple instances of loss or damage if they have been caused by a single act or omission or the same type of act or omission. This applies regardless of when the loss or damage was caused or incurred.

6.3 Our liability to you is limited to the loss or damage you incur. Among other things, this means that our liability will be reduced by all sums that may be obtained under any insurance maintained by or for you or under any contract or indemnity to which you are a party or a beneficiary, unless it is contrary to your agreement with the insurance provider or third party or your rights against the insurance provider or third party are thereby prejudiced.

6.4 We disclaim any and all liability for any indirect or consequential loss incurred or sustained by you (including loss of profit or synergies). Nor do we accept any liability for losses determined by the application of any earnings multiple or similar methodology for determining the value of any business, asset or legal entity.

6.5 Other advisers and professionals shall be deemed to be independent of us, and so regardless of whether they have been engaged by us or by you directly or whether they report to us or to you. Hence, we assume no liability for other advisers or professionals including, without limitation, for choosing or recommending them or for their work.

6.6 Where we and a third party are liable for the occurrence of a loss or damage, our liability for that loss or damage shall be limited to such sum as is reasonable having regard to the extent of our responsibility for the occurrence of the loss or damage. If you have accepted any exclusion or limitation of liability in relation to the third party, then our liability shall be reduced by the amount of the contribution we would have been able to recover from that third party if its liability had not been excluded or limited (and regardless of whether or not the third party would have been able to pay that contribution to us). This clause shall not prejudice the generality of any other limitation of liability in these general terms and conditions or in any specific terms.

6.7 We shall not be liable for any loss or damage which arises as a result of you, either wholly or in part, using our advice or work results for any other purpose, or in any other context than for which it was provided or produced. Unless otherwise prescribed pursuant to clause 6.12, we shall not be liable for any loss or damage which is suffered by a third party as a result of you having used our advice or work results.

6.8 If you have not requested that we do not communicate via the internet or email, then we cannot, unless otherwise prescribed by mandatory law, be held liable for any loss or damage which arises as a result of having communicated via the internet or email. The same applies if you have not requested that we do not use electronic work tools and cloud-based solutions.

6.9 Unless the engagement specifically included the rendering of tax advice, we will not assume any liability for loss or damage which has arisen as a result of you, as a consequence of the services provided by us, having been charged tax or risk being charged tax. If we have agreed to advise on tax matters or potential tax implications, our liability for error or negligence does not cover any taxes payable by you, unless it was clear at the time of our advice that you could have achieved your commercial objectives using an alternative structure or method at no additional cost or risk and would thereby have permanently avoided paying those taxes.

6.10 We cannot be held liable for any loss or damage which has been caused as a consequence of our compliance with the code of professional conduct or the statutory obligations we understand are incumbent on us.

6.11 We will not accept any liability for any loss or damage suffered as a result of events beyond our control, which events we reasonably could not have anticipated at the time we accepted the engagement and whose consequences we could not reasonably have avoided or overcome.

6.12 If we, at your request, agree that a third party may rely on our advice or work products, this will not increase or otherwise affect our liability to our disadvantage. We can only be held 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 and vice versa. No client relationship with such third party is assumed. The aforesaid also applies if we, at your request, issue certificates, opinions or the like to a third party.

6.13 Unless specifically agreed, we will not accept any liability arising from failure to meet any target date(s) or failure to complete any part of work for you within a proposed time scale. This notwithstanding, we are not liable for any loss, damage or delay arising due to circumstances beyond our control that we could not reasonably have been expected to foresee at the time we accepted the engagement, and whose consequences we could not reasonably have avoided or surmounted.

6.14 Limitation of liability under these terms and conditions or under any separate agreement with you applies both to LMA and to any partner or former partner of LMA and any lawyer or any other person who works or has worked for LMA or who is engaged or has been engaged by LMA.

7. Professional indemnity insurance

7.1 We maintain professional indemnity insurance adapted to the needs of our business with well-known insurance companies. We do not disclose the amount of the insurance cover but can upon request provide a written opinion from our insurance broker confirming the cover to be in line with market practice

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 the partner responsible for the engagement as soon as possible.

8.2 As regards a claim, such must be accompanied by a written account of our alleged fault, negligence or breach and the estimated loss or damage. In order to be enforceable, the claim must be submitted to us within a reasonable time but not later than six months after the point in time when you became (or, after reasonable investigations, could have become) aware both of the loss or damage and of that our alleged fault, negligence or breach may have caused that loss or damage. A claim cannot under any circumstances be made after the expiry of the limitation period that applies according to law.

8.3 If your claim is based on a claim against you by an authority or other third party, we shall be entitled to meet, settle and compromise on such a claim on your behalf, provided that - taking into account the limitations of liability in these general terms and conditions and in any specific terms - you are indemnified by us. If you meet, settle, compromise or otherwise take any action in relation to such a claim without our consent we will not accept any liability for that claim.

8.4 If you are compensated by us or our insurers in respect of a claim, you shall, as a condition for such compensation, transfer the right of recourse against third parties to us or our insurers by way of assignment or subrogation

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. Amendments, prevailing terms and language versions

12.1 These general terms and conditions may be amended by us from time to time. The current version can always be viewed at lmlaw.se. Amendments will become effective only in relation to engagements initiated after the amended version was published at lmlaw.se.

12.2 In case we have stated specific terms in respect of an engagement or part of an engagement, those terms shall prevail if and to the extent there are any inconsistencies between them and these general terms and conditions.

12.3 These general terms and conditions are produced in Swedish and English. If not agreed otherwise, the version in Swedish shall apply to clients domiciled in Sweden and the version in English to all other clients.

13. Applicable jurisdiction and resolution of disputes

13.1 These general terms and conditions and all issues concerning LMA's assignment are regulated by and interpreted in accordance with Swedish substantive law.

13.2 With the exception of what is stated in clause 13.3, 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.

13.3 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.

13.4 Notwithstanding clauses 13.2 and 13.3 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.
