

# General terms and conditions (2019.1 version)

## 1. General

- 1.1. These general terms and conditions apply to all matters for which Advokatfirman Ulf Andersson AB ("AUA") is engaged by its clients.
- 1.2. AUA may modify these general terms and conditions from time to time. The most recent version of the general terms and conditions is available at AUA's office. AUA will only send you a copy of the most recent version of the general terms and conditions upon request.
- 1.3. For the purpose of these General Terms and Conditions (and in any confirmation of the engagement), "services" refers to advice as well as other services. "Engagement" refers to all components and aspects of the matter jointly and constitutes one and the same engagement even if it involves several legal or natural persons, includes several instructions (notified at one and the same time or on several occasions), is dealt with by several of our lawyers, addresses a number of areas of the law or if separate invoices are issued.
- 1.4. Our services are also subject to the Guideline Rules on Professional and Ethical Standards for Lawyers of the Swedish Bar Association and other rules and laws, inter alia, on lawyer's duty of confidentiality and measures to combat money laundering. In the event of there being a discrepancy between the professional and ethical standards for lawyers or the provisions of such other rules or laws, on the one hand, and these General Terms and Conditions (or other conditions for the engagement) on the other hand, the first-mentioned provisions take priority.
- 1.5. The scope of the engagement is specified in the confirmation of the engagement, contract or agreement otherwise with the client at the time of entry into the engagement. The scope may subsequently be changed.

- 1.6. Our advice is adapted to the circumstances of the specific engagement, the facts presented to us and the instructions we receive. For this reason, the advice cannot be used for other engagements or for other purposes than the engagement and the purpose for which it was provided. The advice provided is only based on the legal situation in Sweden. Based on our general experience of other jurisdictions, we may express views on the legal situation in other jurisdictions. However, we do this only to share our experience and it does not constitute legal advice.
- 1.7. The information shown by draft versions of any document/s is only preliminary and the currently applicable information is shown by the wording of final versions of such document/s.
- 1.8. Our advice in the engagement does not include possible tax consequences.

## **2. Identity checks and personal data**

- 2.1. We are legally bound for certain engagements to check our client's identity and ownership circumstances as well as to obtain information on the type and purpose of the matter prior to commencing the engagement. We may therefore ask to see, inter alia, identity documents for you and other persons involved on your behalf in the engagement and, in the case of a legal entity, the natural persons with ultimate control over the legal entity, as well as information and documentation showing where funds and other assets come from. We are also obliged to verify the information provided to us and for this purpose we may obtain information from external sources. New clients may also be asked to provide references.
- 2.2. We are obliged by law to notify suspicions of money laundering or financing of terrorism to the Financial Police. We are prevented by law from notifying you of such suspicions, and that such notification has been made against you or may be made.
- 2.3. We are the controller of the personal data we receive in connection with engagements or inquiries regarding engagements.
- 2.4. Personal data may be completed with information from external sources and private or official registers.
- 2.5. The purpose of the processing of personal data is to evaluate if we can accept engagements and administer and perform engagements. Personal data is also

processed in order to make it possible for us to fulfill legal requirements. We only process your personal data in accordance with Dataskyddsförordningen (2016:679).

### **3. Fees and expenses**

- 3.1. Our fees comply with the rules issued by the Swedish Bar Association. Unless we agree otherwise, our fees are determined on the basis of a number of factors such as expenditure of time, the expertise and experience required by the engagement, the amounts involved in the engagement, possible risks for the law firm, time pressure and the result achieved. The fees are always exclusive of value-added tax unless otherwise specifically stated.
- 3.2. In appropriate cases, we may prior to commencement of an engagement and on request make an estimate of what our fee may amount to and also provide continuous information about the fees accumulated. Such estimate is only based on the information which we have access to at the time of the estimate and does not constitute a fixed price offer.
- 3.3. In addition to the fees, expenses and other expenditure, such as, but not exclusively application fees, courier costs, travel, investigation costs etc., may be incurred. Normally, we pay limited expenditure on behalf of our clients and charge them retrospectively but we may request advance payment for expenditure or pass on the invoice in question for payment.

### **4. Invoicing and advance payment**

- 4.1. We invoice monthly unless otherwise agreed. Invoices may be part invoicing, on account or final. An invoice on account is not necessarily an exact estimate of the amount to be paid for the services we have performed. In the cases where we have invoiced on account, the final invoice will state the total fee for the engagement or part of engagement with a deduction for the fee which has been invoiced on account.
- 4.2. Unless otherwise agreed, our invoices fall due for payment 15 days after the invoice date.
- 4.3. Penalty invoice is charged in accordance with the Swedish Interest Act (1976:635) on amounts paid later than the date on which payment is due.

- 4.4. We may, taking into account professional and ethical standards for lawyers, request advance payment before we perform work or incur expenditure on your behalf. The advance will be used to settle future invoices. An advance is not an estimate or a limitation of our fee or expenses and the total amount for the assignment may be higher or lower than the advance amount.

## **5. Litigation costs, legal protection, etc.**

- 5.1. If the engagement concerns a dispute the losing party may be instructed to pay – wholly or partly – the winning party’s litigation costs (including lawyers’ fees). Regardless of whether you are a winning or a losing party, you must pay for our work and our expenses in accordance with these General Terms and Conditions.
- 5.2. If the engagement concerns a dispute, if you have legal expenses insurance, it may cover certain of your and your opposite party’s litigation costs. Regardless of the wording of the terms and conditions of the insurance, you must pay for our work and our expenses in accordance with these General Terms and Conditions.

## **6. Statement of value-added tax number**

- 6.1. When we provide services that are exempt from value-added tax to a client in another country within the EU’s VAT area, we are legally bound in certain cases to provide information to the tax authorities about your VAT registration number and the value of the services that we have supplied to you. By using us, you are considered to have agreed that we, in accordance with the current rules, provide such information to the tax authorities.

## **7. Intellectual property rights and confidentiality**

- 7.1. Copyright and other intellectual property rights to the result of the work that we produce for our clients belong to us, although you have the right to use the result for the purposes for which they have been provided. Unless otherwise agreed, no document or any other result of work produced by us may be publicly circulated or used for marketing purposes.
- 7.2. We protect the information that you provide to us in an appropriate way and in accordance with professional and ethical standards for lawyers. If you allow us to employ or collaborate with other advisers in the engagement, we have the right to disclose material and other information which we consider may be relevant for the adviser to be able to provide advice or perform services for you.

## **8. Reference**

- 8.1. When a particular transaction has become generally known, we may inform about our engagement for you in our marketing material and on our website (even with reproduction of logotype). Such information only contains information that is already publicly known.

## **9. Archiving**

- 9.1. During the time that an engagement is in process, we may store documents and results of work which we or a third party have produced, electronically in a common system for the law firm to facilitate access to necessary information for the team working for you. When an engagement has been concluded, we will retain (or store at a third party), all relevant documents and all relevant results of work generated in an engagement, in paper or in electronic form, during the period we consider appropriate for the particular type of engagement, but under no circumstances for a shorter time than that required by the Swedish Bar Association's rules.

## **10. Complaints and claims**

- 10.1. Claims associated with advice shall be presented as soon as you have become aware of the circumstances on which the claim is based. Claims may not be presented later than six months after the later of (1) the date of issue of the final invoice for the engagement that the claim relates to and (2) the date on which the circumstances in question became known to you or, after reasonable investigation, could have become known to you.
- 10.2. If you are compensated by us for any claim, you shall, as a condition for our compensation, transfer the right of regress against a third party to us by subrogation or assignment to us or to our insurers.
- 10.3. If your claim on us is based on an authority's, or other third party's claim towards you, we or our insurer shall have the right to contest, handle or settle the claim on your behalf provided that we – taken into account the limitations of liability that are described in these General Terms and Conditions and (if applicable) the engagement letter – hold you harmless. If you contest, handle, settle or take any other action regarding such claim, without our previous consent, we have no liability whatsoever as a result of such claim.

## 11. Limitation of liability

- 11.1. Our liability for pure economic loss which you have incurred due to neglect on our part when performing the engagement, is limited to an amount that corresponds to the lower of five times the fee for the engagement and the applicable amount insured in, and paid out under, the law firm's liability insurance. The limitation of liability does not apply if we have caused the loss by gross negligence or willful action.
- 11.2. Our liability to you shall also be reduced by (i) any and all amounts which you may receive under insurance/s you have taken out or, (ii) is covered by agreement or undertaking to fully compensate, which you have entered into and/or are a beneficiary of.
- 11.3. Your undertaking in the engagement is only with the law firm and not with any natural or legal entity associated with the law firm. To the extent that it does not follow otherwise from mandatory law, no natural or legal person associated with the law firm (for example, shareholders, partners or employees) shall have any individual liability to you and these General Terms and Conditions (including the limitations of liability stated therein) shall apply in favour of these natural and legal persons.
- 11.4. Unless we have explicitly agreed otherwise, we are not (i) liable to you for the completeness, accuracy or correctness of the information which you or others have provided to us in connection with our work and (ii) not liable for loss or damage arising due to misleading, incorrect information or failure on the part of any other party than ourselves.
- 11.5. We are not liable to you for loss or damage arising due to a circumstance outside of our control which we reasonably could not have anticipated at the time of accepting the engagement and the consequences of which we could not either have reasonably avoided or overcome.
- 11.6. We are not liable to you for loss or damage arising due to you using the result of our work or advice in another context or for another purpose than that for which it was provided.
- 11.7. If several advisors are liable to you for the same loss or damage, our liability is limited to the proportion of the loss or damage which in terms of size relates to the total loss or damage in the same way as our fee in terms of size relates to the aggregate fees of all liable advisors (regardless of whether these other advisors

had excluded or limited their liability or would be unable to pay their portion of the total claim).

- 11.8. If another adviser's liability to you is more limited than our liability, any liability that we may have to you due to our possible joint and several liability with such other adviser shall be reduced by the compensation we should have been able to be reimbursed with from the adviser if the adviser's liability to us had not been limited in this way (and regardless of whether the other adviser would have been able to pay compensation to us).

## **12. Liability insurance**

- 12.1. We maintain liability insurance in accordance with the Swedish Bar Association's regulations.

## **13. Termination and withdrawal**

- 13.1. You have the right at any time to terminate our engagement. The cases in which we have the right or obligation to withdraw from the engagement are stated in the applicable law or professional and ethical standards for lawyers. In the event of termination or our withdrawal, you must pay for our work and the expenses that we have incurred until and including the date of termination of the engagement or our withdrawal in accordance with these General Terms and Conditions.

## **14. Disputes and choice of law**

- 14.1. Disputes arising due to these General Terms and Conditions, the engagement or the results of our work, services or advice shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitration of the Arbitration Institute of Stockholm Chamber of Commerce. The seat of arbitration shall be in Stockholm and the language of the proceedings shall be Swedish.
- 14.2. These General Terms and Conditions and all questions arising from them, the engagement or the results of our work shall be regulated and interpreted in accordance with Swedish law, without consideration to its conflict-of-law rules.
- 14.3. Notwithstanding the above provisions, we always have the right to collect claims fallen due by application for an order to pay or in courts which have jurisdiction over you or any of your assets.