

# GENERAL TERMS AND CONDITIONS

## Fröberg & Lundholm Advokatbyrå AB

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These terms and conditions shall be applicable for all assignments undertaken by Fröberg & Lundholm Advokatbyrå AB, CRN 556678-0945, (below “Firm of Solicitors”), unless otherwise follows from binding legislation, generally accepted legal practice (such as the Swedish Bar Association’s Rules and Regulations) or separate agreement. By entering into an agreement with the Firm of Solicitors it is considered that you have consented to these general terms and conditions.

In case you would like a copy in English of the terms and conditions governing our services, please contact Fröberg & Lundholm Advokatbyrå AB, [info@froberg-lundholm.se](mailto:info@froberg-lundholm.se).

### 1 General Stipulations

The Firm of Solicitors will, within the scope of applicable legislation and generally accepted legal practice, look after clients’ interests to the best of our ability. This means, inter alia, that all assignments will be undertaken with care, diligence and due expedience, at the same time ensuring that the client is not burdened by unnecessary costs. Before commencement of any assignment the Firm of Solicitors carries out a customary conflicts of interest check and ensures that no other impediments stemming from generally accepted legal practice are at hand to prevent the Firm of Solicitors from accepting the assignment. Such a check will also be undertaken during ongoing assignments should new circumstances emerge. Should the Firm of Solicitors, following a conflict of interest or any other circumstance, become unable, according to generally accepted legal practice, to continuing to carry out an ongoing assignment, the Firm of Solicitors will still be entitled to compensation for work carried out thus far and for costs incurred, provided that the Firm of Solicitors has not, due to own negligence, initiated the assignment in spite of any prevailing conflict of interest or other impediments.

### 2 Fees and Costs

The Firm of Solicitors will strive at providing advice at attractive rates and is willing to discuss these with you. In certain instances, the Firm of Solicitors will be able to agree on a budget or a particular fee arrangement. The Firm of Solicitors’ fees are charged according to principles corresponding to generally accepted legal practice and established taking a number of factors into consideration – mainly time spent, the complexity of the assignment, particular expert knowledge and level of skill required, experience, resources required for the assignment, the values at stake, potential risks to the Firm of Solicitors, time pressure, and achieved results. The Firm of Solicitors’ hourly fees are normally adjusted on a yearly basis. All fee quotes are stated ex VAT and other similar taxes, which are charged according to law. In addition to its fees the Firm of Solicitors will charge necessary or reasonable costs. Examples of such costs are registration costs, cost of research, costs for other advisors and experts, courier and travel costs, cost of lodgings, photo copying, fax and telephone. Normally we are able to pay for limited costs out of pocket and present claims for these at cost afterwards, but we could also come to ask for an advance for costs to be incurred or forward the relevant invoice for you to be settled.

In court proceedings and arbitration, the losing party could be ordered to pay the winning party's legal costs (including solicitors' fees). It happens, however, that the winning party is not fully compensated for all legal costs by the other party. Regardless of whether you are the winning or losing party you must nevertheless make payment in full for the services the Firm of Solicitors have carried out and the costs that the Firm of Solicitors has incurred in connection with the firm's assignment. If the firm's assignment and costs incurred should be financed from your calling upon legal expenses insurance cover you will still have to pay for fees and costs incurred to the extent these exceed the amount covered by insurance.

### **3 Reporting of VAT Number**

The Firm of Solicitors is required by law to provide the tax authorities with your VAT number and the value of the services the Firm of Solicitors has delivered to you. Through retaining the services of the Firm of Solicitors you consent to the Firm of Solicitors passing on such information to the tax authorities in accordance with current rules and regulations.

### **4 Invoicing**

Unless the Firm of Solicitors agrees to different terms the Firm of Solicitors will be invoicing on a monthly basis. Upon request the Firm of Solicitors will regularly supply information on fees incurred to date but not yet invoiced. Instead of invoicing for time spent during a specific period of time the Firm of Solicitors could issue an invoice for payment on account for the Firm of Solicitors' fee. In such instances the final invoice for the assignment shall state the total amount of fees from the Firm of Solicitors from which sum the fees paid on account should be subtracted. In certain cases, the Firm of Solicitors can ask for an advance payment prior to the Firm of Solicitors commencing any work on the assignment. Advance payments are payable to a client account and will be used to settle future invoices. The total fee amount for the assignment due to the Firm of Solicitors could amount to a sum exceeding or falling short of such advance payment. Unless otherwise agreed the invoices from the Firm of Solicitors come due for payment 30 days from the date of invoice. Interest on arrears is charged in accordance with the Swedish Interest Act (1975:635).

### **5 Know Your Client**

In accordance with law, the Firm of Solicitors is required to verify our clients' identity, beneficial owners, and to establish the nature and purpose of the assignment prior to commencement of certain assignments. The Firm of Solicitors could therefore come to ask for e.g., ID-documents regarding you and other persons who are involved in the assignment and acting on your behalf, and for legal entities, the physical individuals who exercise ultimate control of said entity, as well as information and documentation on the provenance of funds and other assets. The Firm of Solicitors is also, in certain cases, required to verify the information provided to the Firm and for this purpose the Firm of Solicitors could come to collect information from external sources. All the information and documentation which the Firm of Solicitors have collected in connection with such checks will be retained by the Firm of Solicitors. The Firm of Solicitors is also, according to law, required to report any suspicion on money laundering or terrorist financing to the Finance Police. The Firm of Solicitors is also, according to law, prevented from notifying you of any such suspicion or the fact that such a report has been made, or could come to be made, to the Finance Police. Should any suspicion regarding money laundering or terrorist financing arise the Firm of Solicitors is required to decline to take on, or to relinquish the assignment. The Firm of Solicitors cannot be held responsible for damage caused to you directly or indirectly following from the Firm of Solicitors observing its obligations in accordance with the above. When commissioning work from the Firm of Solicitors your consent to the Firm of Solicitors handling your personal data for purposes stipulated in this section 5 is implicit. The Firm of Solicitors will, as a rule, also have to handle the personal data of your representatives and ultimate beneficial owners for the same purpose.

## **6 Advice**

Our advice is calibrated to the conditions of the individual assignment, the facts which are presented to the Firm of Solicitors and the instructions you give the Firm of Solicitors. The Firm of Solicitors reserves the right to presume that these circumstances, facts and instructions are complete and correct. You can therefore not rely on the advice in another assignment or make use of it for any other purpose than for which it was delivered. Our advice with regards to any specific assignment never comprises potential tax consequences. The Firm of Solicitors do not extend financial or accounting advice, neither any commercial recommendations whether a certain investment or transaction should be undertaken or not. Unless agreed specifically, the Firm of Solicitors do not commit to update the advice the Firm of Solicitors has extended in light of subsequent changes in the legal situation in Sweden and the Firm of Solicitors subsequently do not give any advice regarding the legal situation in any other jurisdiction. Based on our general experience of other jurisdictions the Firm of Solicitors could, however, come to express an opinion on legal matters in other jurisdictions. The Firm of Solicitors do this merely to share the firm's experience and this does not constitute legal advice.

## **7 Limitation on Liability for Damages**

The Firm of Solicitors' liability for pure economic loss caused by errors or negligence on our part in executing the assignment will be limited to direct damage and an amount of maximum fifty (50) million Swedish Krona, or if the Firm of Solicitors' fee for the assignment in question amounts to less than one million Swedish Krona, to an amount of maximum five million Swedish Krona. The Firm of Solicitors' liability towards you shall be reduced by any amount which can be obtained from insurance which you have taken out or according to agreement or indemnity to which you are party or beneficiary, unless this is incompatible with your agreement with an insurance company or other third party or if your rights vis a vis an insurance company or third party would be limited because of this. We will not be held responsible for any damage incurred from your fully, or partly, utilising our advice or the output of our work for any other purpose or in any other context but that for which they were provided or produced. Unless agreed specifically, we will also not be held responsible for damage to any third party from your making use of our advice or the output of our work.

## **8 Co-operation with other Advisors**

The Firm of Solicitors will gladly assist you finding and instructing other advisors, in Sweden or abroad, with regards to certain issues. If the Firm of Solicitors instructs, commissions and/or co-operates with other advisors, these advisors shall be seen as independent from the Firm of Solicitors and this irrespective of whether we have commissioned them or you have contacted them directly, and whether they report to us or to you. The Firm of Solicitors takes no responsibility for having recommended advisors to you or for any advice they give. The Firm of Solicitors will not be held responsible for the fees or costs these advisors will be charging.

## **9 Communication**

The Firm of Solicitors communicates with clients and others involved in an assignment in several ways, among others via Internet and e-mail. This brings about risks from a security and secrecy point of view. The Firm of Solicitors assumes no liability in regard to these risks. Should you prefer the Firm of Solicitors not to communicate with you via Internet or e-mail in connection with an assignment we ask you to notify the Partner responsible for the assignment. Our spam and virus filters and other safeguards can at times reject or filter away legitimate e-mails. You are therefore advised to follow up important e-mails by calling us.

## **10 Intellectual Property**

Copyright and other intellectual property pertaining to the output the Firm of Solicitors generates during an assignment belongs to the Firm of Solicitors, but you are entitled to make use of the output for the purpose it has been procured. Unless agreed specifically, no document or other output generated by the Firm of Solicitors may be spread into the public domain or utilised for marketing purposes.

## **11 Secrecy**

The Firm of Solicitors will protect the information you provide the Firm of Solicitors with in a suitable way. In certain instances, it will, however, be required by the Firm of Solicitors to disclose certain information. In addition, generally accepted legal practice permits the Firm of Solicitors to disclose such information in certain situations, e.g., with your consent or in connection with a dispute between the Firm of Solicitors and yourselves. For the case that the Firm of Solicitors carries out an assignment on behalf of more than one client the Firm of Solicitors is entitled to disclose such material and other information which one of the clients has provided the Firm of Solicitors with to the other clients. In certain cases, the Firm of Solicitors also has an obligation, in accordance with generally accepted legal practice to provide the other clients with such information and material. If the Firm of Solicitors commissions or co-operates with other advisors or experts on the assignment the Firm of Solicitors is entitled to disclose such material and other information which the Firm of Solicitors considers relevant for the advisor or expert to being able to extend advice to or carry out other services for you.

## **12 Archiving**

When an assignment is completed or terminated in some other way the Firm of Solicitors will be archiving (in-house at the Firm of Solicitors' or with a third party, and in paper or electronic format) principally all documents and output from the assignment. The documents and the output will be archived during such a period which according to our opinion is called for taking into consideration the type of assignment, however, never for a period shorter than such time which is stipulated by law or generally accepted legal practice.

## **13 Applicable Law and Dispute Resolution**

These general terms and conditions and any potential assignment specific terms including issues arising from these, the Firm of Solicitors' assignment and our services should be regulated and construed in accordance with the substantive law of Sweden. Any dispute arising from these general terms and conditions, potential assignment specific terms, the Firm of Solicitors' assignment or our services shall be finally settled by general court in Sweden with Stockholm District Court (Sw: *Stockholms tingsrätt*) as first instance. Regardless of what is stipulated in this section the Firm of Solicitors has the right to institute an action regarding an overdue payment in courts of law which has jurisdiction over you or any of your assets.

Clients who are consumers can under certain circumstances turn to the Swedish Bar Association Consumer Disputes Committee for adjudication of fee disputes and other financial claims on the Firm of Solicitors. The Consumer Disputes Committee can be reached at the following address:

The Swedish Bar Association Consumer Disputes Committee  
PO Box 27321  
SE-102 54 Stockholm, Sweden  
konsumenttvistnamnden@advokatsamfundet.se

For further information regarding the Swedish Bar Association Consumer Disputes Committee and its activities, please refer to:

<https://www.advokatsamfundet.se/konsumentvistananden/about-the-committee/>.

## **14 Handling of Personal Data**

In connection with carrying out assignments the Firm of Solicitors handles personal data. How the Firm of Solicitors handles personal data is explained in our Integrity Protection Policy. The Integrity Protection Policy is applicable in addition to these general terms and conditions for all assignments and to anyone who in any way makes use of the services of the Firm of Solicitors or is contact with us in some other way. The latest version of the integrity policy can be found on our homepage, [www.froberg-lundholm.se](http://www.froberg-lundholm.se).

## **15 Changes to the General Terms and Conditions**

We reserve the right to make changes to the general terms and conditions. You will always find the latest version of the terms on our homepage, [www.froberg-lundholm.se](http://www.froberg-lundholm.se). Changes to the terms are only applicable for those assignments commenced following the change entering into force, unless the change is required by binding legislation or changes in relation to generally accepted legal practice.

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