

GENERAL TERMS AND CONDITIONS FOR ASSIGNMENTS

Last updated August 20th 2020

These general terms and conditions (hereinafter the “**Terms and Conditions**”) apply to all assignments performed by Advokatfirman Fylgia KB and its affiliates or branches (individually and collectively “**Fylgia**”, “**us**” or “**we**”) through its partners and employees on behalf of the client, unless stated otherwise in applicable mandatory legislation. The Code of Professional Conduct for Members of the Swedish Bar Association (hereinafter “**Professional Conduct**”) also apply in relation to the services. By engaging Fylgia, you are deemed to have agreed to, and are therefore bound by, the provisions in these Terms and Conditions.

1. OUR SERVICES

1.1 Fylgia will, to the best of its ability and within the framework of law and Professional Conduct, safeguard the client’s interest. All assignments we undertake will be carried out with care, precision and in due time.

1.2 All assignments we undertake are considered commitments for Fylgia itself and never for an individual natural person employed by Fylgia. Everyone who works for, or who is hired by Fylgia is subject to these Terms and Conditions. Unless prohibited by applicable mandatory legislation, these persons shall, under no circumstances, individually be liable to you.

1.3 All aspects and issues within a transaction or business arrangement are considered to be a single assignment even if it involves multiple legal or natural persons, is handled by multiple lawyers within Fylgia, addresses multiple legal areas, multiple separate invoices are issued or we represent multiple legal and/or natural persons.

1.4 When a matter has become public knowledge, we reserve the right to disclose information about our participation and about other already publicly known information for marketing purposes, including to display your

owned or licensed logos in our marketing materials. If the information is not public knowledge, we will only publish our participation if you explicitly consent to us making such public disclosure of our participation.

1.5 Fylgia may be required by law to provide information to the tax authorities about your VAT registration number and the cost of the services we have provided to you. By engaging us, you consent to Fylgia having the right to disclose such information in accordance with applicable rules.

2. FEES AND COSTS

2.1 Our fees are charged according to principles that are in accordance with Professional Conduct and are usually determined on the basis of a variety of factors such as time spent on the case, the complexity of the case, the lawyers’ and/or junior associates’ expertise, skill and experience as well as the resources required by the assignment, the values that the assignment concerns, time constraints and results achieved.

2.2 If possible, before an assignment commences, we can, at your request, make an estimate of our expected fees. An estimate is based on the information we have available at

the time of the estimate and is not a fixed price quotation. When requested, we can also keep you continually informed of any accumulated fees during the term of the assignment.

2.3 In addition to our fees, we also charge certain costs. The costs can, inter alia, include registration fees, database search fees, other advisers and experts, messages and travel, hired staff, catering, telephone conferencing and extensive copying. These types of costs are invoiced separately.

2.4 If we instruct, hire and/or work with other advisers, these advisers shall be considered independent of us. We are not liable for the fees and/or costs such advisers charge, regardless of whether they are paid by us and charged to you as an expense or forwarded to you for payment.

2.5 All fees are listed exclusive of VAT and similar taxes, which will be charged in accordance with applicable law.

3. INVOICING AND PAYMENT

3.1 Unless otherwise agreed in writing, Fylgia will invoice you monthly by e-mail or regular post. In some cases, we may agree to invoice you through a third party invoicing system if we deem that the circumstances in the particular case makes such an invoicing solution suitable.

3.2 Instead of invoicing for the work performed during the time period in question, we can issue a preliminary invoice “on account” for our fees. An on account invoice does not necessarily specify an exact estimate of the amount to be paid for the services we provide.

3.3 In some cases, we may request an advance payment before we begin our assignment. The amount paid in advance will then be used to settle future invoices. Our total

fee for the assignment may be higher or lower than the advance payment.

3.4 Our invoices are due for payment on the due date specified on the invoice. If the invoice has no due date, the invoice is due for payment 30 days from the date when the invoice was sent or claim for payment was otherwise made.

3.5 Our invoices for work performed will be addressed to you as a client unless otherwise agreed. In the event of non-payment, default interest is charged on outstanding amounts from the due date until the payment is received in accordance with applicable legislation.

3.6 In connection with court action or arbitration, you must make payment for the services we render and for the costs we incur when representing you in such court action or arbitration – regardless of the outcome of such court action or arbitration (i.e. regardless of whether you are a winning party, a losing party or if you have not been awarded your full litigation costs).

3.7 If our fees and costs are to be financed by public funds (e.g. legal aid) or by you having taken out insurance (e.g. legal protection) you still have to pay the fees and costs to the extent that they exceed the amount paid by public funds or the insurance policy.

3.8 If you are obliged to withhold or deduct a certain amount in accordance with applicable tax rules in relation to an amount that we have invoiced, you must pay us an amount corresponding to the amount withheld or deducted so that we always receive an amount that corresponds to the amount we have invoiced.

4. CLIENT KNOWLEDGE

4.1 Before we can accept an assignment, in some cases we must in accordance with law, obtain information about the client and the

assignment to an extent that allows us to manage and assess the risk of money laundering and financing of terrorism. We may therefore request, inter alia, identity documents regarding you and other persons involved in the assignment. If a legal person is involved in the assignment in any way, we may request that you provide us with, inter alia, identity documents regarding the natural persons who have ultimate control over such legal person as well as information and documentation demonstrating where funds, properties and other assets come from. All information we collect from you for the purpose of performing these checks will be verified by us and we may, in connection with such verification process, obtain information from external sources. All information and documentation we obtain in connection with these checks will be stored by us for the purpose of demonstrating compliance with applicable legislation.

4.2 We are required by law to report suspicions of money laundering or financing of terrorism to the Swedish Financial Intelligence Unit (*SWE: Finanspolisen*). Furthermore, we are prohibited from informing you that such suspicions exist and that such notification has been made or may be made. In cases where there is a suspicion of money laundering or financing of terrorism, we are obliged to decline or, where applicable, withdraw from the assignment.

4.3 Fylgia is not liable for any direct or indirect damage you incur as a result of our compliance with the obligations incumbent upon us under Clauses 4.1-4.2, as well as under applicable legislation on money laundering and financing of terrorism.

4.4 If you are subject to an obligation to draw up an insider list in accordance with the EU's Market Abuse Regulation (596/2014/EU), and our assignment gives us access to such inside information regarding you or your

financial instruments, we will, provided we are notified in accordance with Clause 4.5 below, draw up an insider list of the employees at Fylgia who have access to such inside information. Our list never contains information about external individuals with access to inside information.

4.5 By engaging us, you agree, where applicable, to immediately notify us as soon as you assess that certain information that we have access to constitutes inside information regarding your published financial instruments or related financial derivatives.

5. PERSONAL DATA

Fylgia is the data controller of any personal data processed by us in connection with an assignment. The processing of personal data by Fylgia is always carried out in accordance with applicable data protection legislation and our, at the time applicable, privacy policy. Our current privacy policy is available on <https://www.fylgia.se/fylgias-personuppgiftspolicy/>.

6. ADVICE

6.1 Our advice is tailored to the circumstances, facts and instructions presented to us in the specific assignment. We have the right to assume that these circumstances, facts and instructions are complete and correct. Furthermore, we have the right to obtain and accept instructions from the persons whom we have reason to assume have a right to instruct us.

6.2 You cannot rely on our advice for any other assignment or use the advice for purposes other than the one for which it was provided. Our advice in a specific assignment never includes tax or potential tax consequences, unless otherwise agreed in writing.

6.3 Our advice only covers legal matters in the specific assignment. To the extent that we express opinions and/or considerations on matters other than legal ones, we accept no liability for the consequences that may arise out of such opinions, advice and/or considerations.

6.4 We can only provide advice on the legal position in Sweden and only advise on the laws and regulations that apply within Sweden's jurisdiction. Based on our general experience of other jurisdictions, we may express opinions on legal issues in these jurisdictions. We only do this to share our experiences and we accept no liability for the consequences that may arise out of such opinions, advice and/or considerations.

6.5 The advice we provide you in an assignment is based on the legal position at the time the advice was given to you. We do not undertake and are under no obligation to update the advice we have given with regard to subsequent changes in the legal position.

6.6 The advice we provide never constitutes a guarantee of a particular outcome.

7. LIMITATION OF LIABILITY

7.1 Our liability for damage that you suffer as a result of errors, neglect or breach of contract on our part in the execution of the assignment is limited to SEK fifty millions (50,000,000). If our fee in the assignment in question is less than SEK one (1) million, our liability is limited to SEK two (2) millions. Price deductions or other sanctions cannot be issued in addition to damages. We do not accept any obligation to pay a fine (*SWE: vite*). Furthermore, we disclaim any and all liability for any indirect or consequential loss incurred or sustained by you.

7.2 The limitation of our liability to the amount specified in Clause 7.1 also applies to multiple damages, if these damages were caused by the same action or omission or by the

same type of action or omission or if the damages are attributable to the same assignment. This applies regardless of when the damages were caused or occurred.

7.3 Our liability shall be reduced by the amount you may receive from an insurance policy you have taken out or are otherwise covered by or in accordance with an agreement or letter of indemnity which you have entered into or are a beneficiary of, provided this is not incompatible with the terms and conditions of the insurance policy or the terms and conditions under the agreement or letter of indemnity and that your rights under the insurance policy, the agreement or the letter of indemnity are not thereby constrained.

7.4 Except as provided in Clause 7.8, we do not assume any liability towards any third party resulting from your use of our advice (including all documents, results and similar papers that we have given you in connection with the advice).

7.5 We are not liable for failure to meet set deadlines or for any part of your work not being completed within the proposed time frames, unless otherwise agreed in writing.

7.6 If we have not specifically undertaken to provide tax advice, we are not liable, as a consequence of the services we provide, for any damage incurred as a result of you having been subject to tax or the risk of being subject to tax.

7.7 Other advisers and experts should be considered independent of us regardless of whether we instruct, hire and/or work together with them and regardless of whether we or you have contracted them and whether they report to us or to you. Thus, we are not liable for other advisers and experts, neither for their selection nor for recommending them or for their work. The task of instructing advisers involves the authority to accept a limitation of liability on your behalf. If another adviser's liability to you is more limited than our liability, any liability

we have towards you as a result of our possible joint and several liability with the other adviser shall be reduced by the payment we could have received from that adviser if his or her liability to you not had been limited in that way (and regardless of whether the other adviser would have been able to make the payment to us).

7.8 If, at your request, we agree that a third party can rely on our advice or the results of our work, this does not mean that our liability increases or is otherwise affected to our disadvantage. We can be held liable in relation to such third party only to the same extent that we can be held liable to you. Amounts that we may be obliged to pay to such third party shall correspondingly reduce our liability in relation to you and vice versa. There is no client relationship between us and the third party. What has been stated above also applies in cases where, at your request, we issue certificates, statements or the like to third parties.

7.9 We are not liable for any damages that arise as a result of circumstances beyond our control that we could not reasonably have anticipated at the time of accepting the assignment and whose consequences we could not reasonably have avoided or overcome. Furthermore, we are not liable for any damage that you incur as a result of our compliance with Professional Conduct or the obligations that we perceive to be incumbent on us in accordance with law.

7.10 The limitation of liability under this Section 7 applies to Fylgia as well as to partners or previous partners of Fylgia and lawyers and other persons who work for or have worked for Fylgia or who are hired by or have been hired by Fylgia.

8. COMMUNICATION

8.1 We may communicate with our clients and other parties during an assignment in a variety of ways, such as via e-mail and the

internet, even if it involves risks from a security and privacy perspective. We accept no liability for damages that may result from such communication.

8.2 Our anti-spam and virus filters and other security measures may sometimes reject or filter out legitimate e-mails. You should therefore follow up important e-mails to us by phone or in another appropriate manner.

9. INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY

9.1 Copyright and other intellectual property rights to the results of our work and advice belong to us, although you have the right to use them for the purposes for which they were provided. No document or other work result generated by us may be publicly disseminated or used for marketing purposes, unless otherwise agreed in writing.

9.2 We have the right to disclose materials and other information that we believe may be relevant to other advisers and experts who you work with if we consider that it may be relevant in order for the adviser or expert to be able to provide advice or perform services for you.

10. TERMINATION OF THE ASSIGNMENT AND CONFLICT OF INTEREST

10.1 Before undertaking an assignment, we will check that there is no conflict of interest in relation to another client in accordance with applicable rules of Professional Conduct. If a conflict of interest exists, we are prevented from undertaking the assignment and must, where applicable, withdraw from an assignment. It is therefore important that you provide us with the information that you deem may be relevant to determine whether an actual or potential conflict of interest exists – both before the assignment and also continuously during the execution of the assignment.

10.2 Under certain circumstances, we may have the right or obligation to refuse or withdraw from an assignment due to legislation or Professional Conduct. If we withdraw from the assignment, you will, however, have to pay for the services we have performed and for the costs we have incurred prior to withdrawing. Under all circumstances the assignment will cease upon completion.

10.3 You can request that we withdraw from the assignment at any time. If you take such action, you must, under all circumstances, pay for the services we have performed and for the costs we have incurred prior to the termination of the assignment.

11. DOCUMENT MANAGEMENT

11.1 When an assignment is completed or otherwise terminated, we will archive all relevant documents and all relevant results of the work generated during the assignment. The documents and results of the work will be archived for the time period we consider appropriate for the particular type of assignment in question, but under no circumstances for a shorter period than that required by law or Professional Conduct.

11.2 When an assignment is completed, original documents will be handed over to you, unless otherwise agreed. If we send valuable documents at your request, it is at your risk. We have the right to keep a copy of all original documents for our own archive.

12. PROCEDURE FOR COMPLAINTS AND CLAIMS AGAINST US

12.1 We aim to ensure that all our clients are satisfied with the advice we provide and that it meets your expectations. If you have views or opinions on how we are handling the assignment, it is important for us to be informed. In the first instance, we ask you to contact the lawyer responsible.

12.2 Please address any claims against us to your contact party at Fylgia and to the e-mail address mp@fylgia.se. All such claims must be accompanied by a written statement of the alleged fault, neglect or breach of contract and the expected damage. Claims cannot be made later than twelve months after the later of (i) the date the last invoice was issued for the part of the assignment to which the claim relates, or (ii) the date the circumstances in question were known to you or, after reasonable enquiry, could have become known to you. Under no circumstances can a claim be made after the statutory limitation period has expired.

12.3 If your claim against us is based on a third party's or any authority's claim against you, we or our insurers shall have the right to respond to, adjust and settle the claim on your behalf, provided that, taking into account the limitations of liability set out in these Terms and Conditions, we indemnify you. If you respond to, adjust, settle or otherwise take any action regarding such a claim without our written consent, we shall have no liability for the claim.

12.4 If we, or our insurers, pay compensation to you as a result of your claim, as a condition of payment, you shall transfer to us, or our insurers, the right of recourse against third parties by transfer or subrogation.

13. HEADINGS IN THESE TERMS AND CONDITIONS

The headings in these Terms and Conditions are inserted purely for editorial reasons and shall not form the basis for interpretation of the material provisions of the Terms and Conditions.

14. CHANGES

We may change these Terms and Conditions from time to time. The latest version is always available on our website, www.fylgia.se. Changes to the Terms and Conditions only

apply to those assignments that commence after the amended version has been published on our website.

15. VERSIONS IN OTHER LANGUAGES

These Terms and Conditions are written in the Swedish and English languages. In case of any discrepancies between the Swedish and English versions, the Swedish version shall prevail.

16. DISPUTE RESOLUTION

16.1 Any dispute, controversy or claim arising out of or in connection with these Terms and Conditions or with regard to any matter relating to our assignment(s) for you or to the result(s) of our work or advice shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitrations 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 Swedish.

16.2 Notwithstanding Clause 16.1, clients who are consumers can, under certain

conditions, turn to the Swedish Bar Association's Consumer Disputes Committee to have disputes about fees and other financial claims against us tried. For further information, see

www.advokatsamfundet.se/konsumenttvistnamnden/about-the-committee/.

16.3 Notwithstanding Clause 16.1, we always have the right to bring an action regarding overdue claims in courts that have jurisdiction over you or any of your assets, and in other ways to recover overdue claims, e.g. by applying for a payment injunction from the authorities.

17. GOVERNING LAW

These Terms and Conditions and all issues related to them and all issues concerning our assignment(s) for you are governed by and interpreted in accordance with substantive Swedish law regardless of principles of conflicts of laws that may require the application of the laws of another jurisdiction.

Our office Nybrogatan 11 PO Box 55555 SE-102 04 Stockholm, Sweden Tel: +46 8 442 5300 Fax: +46 8 442 5315 www.fylgia.se	The Swedish Bar Association Laboratoriegatan 4 PO Box 27321 SE-102 54 Stockholm, Sweden 08-459 03 00 08-660 07 79 www.advokatsamfundet.se	The Swedish Bar Association's Consumer Disputes Committee Laboratoriegatan 4 PO Box 27321 SE-102 54 Stockholm, Sweden 08-459 03 00 08-660 07 79 www.advokatsamfundet.se/konsumenttvistnamnden/about-the-committee/
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