

## General Terms and Conditions for advokat24 (2019:1)

### 1. Application

- 1.1 These general terms and conditions apply to all services provided by advokat24 AB (“advokat24”). References to “we”, “us” and “our” in these terms and conditions are to advokat24. These terms and conditions have been produced in Swedish and English. The Swedish version applies to clients domiciled in Sweden and to all other clients the English version applies. In addition, the code of professional conduct for members of the Swedish Bar Association shall apply.
- 1.2 These terms and conditions may be amended from time to time. The latest version is always available on our website: [advokat24.nu](http://advokat24.nu). Amendments to the terms and conditions will become effective in relation to engagements begun after the amended version is posted on our website.
- 1.3 When a reference is made to an “engagement”, all parts and aspects of a matter shall altogether be considered to be one single engagement. This applies irrespective of whether the matter involves several entities and/or individuals, refers to several instructions (given on the same or on different occasions), is dealt with by more than one lawyer, addresses several areas of law, gives rise to separate invoices or if we are acting for several entities or individuals.

### 2. Clients, conflict of interest and personal data

- 2.1 In certain engagements, we are under a statutory duty to ascertain our clients’ identity and ownership, and to obtain information about the nature and purpose of the matter, before work is begun. We may therefore need to ask you to provide us with information including evidence of your identity and the identity of any other person involved in the matter on your behalf, and information regarding the beneficial owners of legal entities, (the individuals having ultimate control over the legal entity), as well as information and documentation showing the origin of funds and other assets. We are also obliged to verify the information provided to us, and may for that purpose have to obtain information from external sources. We are obliged to retain all information that we have obtained in conjunction with these checks.
- 2.2 Upon any suspicion of money laundering and financing of terrorism we are obliged to notify the police and we are prevented from disclosing such suspicion to you. If any suspicion of money laundering or terrorism financing exists, we are required to decline or withdraw from the engagement.
- 2.3 We are prevented from acting for a party if there is a conflict of interest in relation to another client. Prior to accepting an engagement, we therefore check whether there is a conflict of interest in accordance with the code of conduct for members of the Swedish Bar Association. In spite of such checks, circumstances may arise that prevent us from acting for you in an ongoing or future engagement. If this should occur, we will strive to treat our clients fairly, taking into account the code of conduct for members of the Swedish Bar Association. With regard to the abovementioned conflict of interest rules, it is important that you before and during the engagement provide us with any

information you consider may be relevant to determine whether or not there is a conflict of interest.

2.4 advokat24 is the controller of personal data which is obtained in connection with engagements and engagement enquiries. We process personal data as set forth in our privacy policy which is published at [www.advokat24.nu](http://www.advokat24.nu)

2.5 We cannot be held liable for loss or damage caused to you directly or indirectly by our compliance with the obligations we have considered to be incumbent on us under Clauses 2.1, 2.2 and 4.2.

### **3. Services**

3.1 Our advice is based on the circumstances, facts and instructions presented to us in the particular engagement. We are entitled to assume that these are accurate and complete.

3.2 We only give advice based on the laws of Sweden. Due to our general experience, we may express views on legal issues in other countries. What we express in those instances is not advice that you may rely on. Such advice must be obtained from lawyers qualified in the relevant jurisdiction.

3.3 Our advice in a particular engagement does not include advice on either tax or potential tax implications and you are advised to retain separate tax expertise for assessment of any tax issues.

3.4 Our advice is based on the circumstances, facts and legal position at the time they are given. We do not undertake to update the advice with regard to subsequent changes.

3.5 Our advice never implies a guarantee of a given outcome.

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

4.1 Copyright and any other intellectual property rights in all work results that we generate for clients belong to us, although you have the right to use the results for the purposes for which they are provided. Unless otherwise agreed, no document or other work result that we generated may be generally circulated or used for marketing purposes.

4.2 We are bound to observe confidentiality according to law and the the code of conduct for members of the Swedish Bar Association and will protect the information you disclose to us in an appropriate manner. According to law, we may be obliged to disclose information to the tax authorities in respect of your VAT number and the amounts which we have invoiced you.

4.3 If we in a particular engagement will engage or liaise with other advisers or professionals in the course of an engagement, we may communicate to them such materials and other information that we believe are relevant for them to give advice or carry out other work for you.

4.4 When a particular matter has become publicly known, we may in our marketing inform of our participation and other information that is already in the public domain. In those situations we may also, unless you advise us otherwise, display your logotypes in our

marketing material. This also applies if you, in relation to a matter that is not publicly known, have expressly agreed that we announce our participation.

## **5. Fees and expenses**

- 5.1 Our principles for charging fees follow the the code of conduct for members of the Swedish Bar Association and our fees are normally based on a number of factors such as time spent, the complexity of the work, the qualifications, experience and resources required, the amounts involved, time constraints and the result achieved.
- 5.2 Upon request we can, where possible, provide you with an estimate of our likely fees at the outset of an engagement and keep you informed about fees incurred as work progresses. An estimate is based on the information we have access to at the time of the estimate and does not constitute any offer of a fixed price.
- 5.3 In addition to fees, we charge certain expenses. The expenses may, for example, relate to registration fees, fees to other advisers and professionals, couriers and travels.
- 5.4 All fees and expenses are exclusive of value added tax, which will be charged in those cases where we are obliged to do so.

## **6. Invoicing**

- 6.1 Our normal practice is to send invoices on a monthly basis. We may send you preliminary (on account) or final invoices. Preliminary invoices indicate a reasonable estimate of the amount due, for the work performed. If we send a preliminary invoice, the final invoice for the matter or part of the matter will set out the total amount of our fees and expenses, with the amount of the preliminary invoice deducted.
- 6.2 In certain cases, we will request an advance payment before we commence work. The advance payment will be used to settle future invoices. Our total fee for the engagement may be higher or lower than the advance payment.
- 6.3 Our invoices for work done will be addressed to you as client. Unless otherwise agreed, invoices fall due 30 days after the invoice date. If an invoice is not paid, default interest on the balance owing will be charged at the default interest rate determined according to the Swedish Interest Act from the due date until receipt of payment.
- 6.4 In litigation and arbitral proceedings, the losing party is normally ordered to pay the costs (including legal fees) of the winning party. This is however not always the case. Under certain circumstances, the costs will not be recoverable at all or only in part. Irrespective of whether you should be the winning or losing party or not be granted full compensation for your costs, you must pay our fees for services rendered and expenses incurred in representing you in litigation or arbitral proceedings.
- 6.5 If our fees and expenses are to be financed with public funds or by an insurance, you must still pay our fees and expenses to the extent they exceed whatever is paid out from public funds or from the insurance.

## **7. Limitation of liability**

- 7.1 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 wilful or grossly negligent, 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, ten 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.
- 7.2 Limitation of our liability to the sum specified in clause 7.1 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.
- 7.3 We maintain, in addition to the Swedish Bar Association's compulsory professional indemnity insurance, a professional indemnity insurance adapted to the needs of our business.
- 7.4 Our liability to you will be reduced by any amount which 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 the agreement with such insurance provider or other third party or your rights against such insurance provider or other third party will be prejudiced thereby.
- 7.5 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. Accordingly, we assume no liability for other advisers or professionals including, without limitation, for choosing or recommending them or for their work.
- 7.6 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.
- 7.7 We accept no liability towards any third party due to your use or such third party's use of documents or other advice from us.
- 7.8 Limitation of liability under these terms and conditions or under any separate agreement with you applies both to the law firm and to any partner or former partner of the law firm and any lawyer or any other person who is working or has worked for the law firm or who is engaged or has been engaged by the law firm.
- 7.9 We are not liable for any loss or damage which has occurred as a consequence of our compliance with the code of conduct for members of the Swedish Bar Association or the statutory obligations we understand are incumbent on us.
- 7.10 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.

## **8. Communications**

- 8.1 We communicate with our clients and other parties involved in an engagement in a variety of ways, including via e-mail and the Internet. These are effective means of communication, but may involve risks for which we cannot accept any responsibility. If you would prefer us not to communicate via e-mail or the Internet in any engagement, please notify the lawyer responsible for the engagement.
- 8.2 Our spam and virus filters and security arrangements may sometimes reject or filter out legitimate e-mails. Accordingly, you should follow up important e-mails by telephone.

## **9. Document management**

- 9.1 While an engagement is ongoing we may store documents and work results produced by us or by you or a third party electronically in our system and/or in a cloud-based service.
- 9.2 After an engagement has ended, we will keep and/or store in our system and/or in a cloud-based service all relevant documents and all relevant work results generated in the engagement for a period we consider appropriate for the type of engagement, but in no circumstances for a period shorter than as required by the rules of the Swedish Bar Association.
- 9.3 Unless otherwise agreed, all original documents will be returned to you when the engagement has ended. If we, at your request, send documents of value, this will be at your risk. We will keep a copy of those documents for our own records.

## **10. Complaints and claims**

- 10.1 We are committed to ensuring that you are satisfied with our services and that we meet your expectations. If you are not satisfied with our services you should immediately notify the lawyer responsible for the engagement. Any claims against advokat24 must be presented not later than within six (6) months of our most recent invoice for the engagement.

## **11. Governing law and dispute resolution**

- 11.1 These terms and conditions and all issues concerning them and any issues concerning our engagements for you are governed by and are to be construed in accordance with Swedish substantive law.
- 11.2 Any dispute, controversy or claim arising out of or in connection with these general terms and conditions, our engagements or our 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 or, if you or we so request, English.
- 11.3 The arbitral proceedings shall be subject to confidentiality for all information disclosed in the course of the arbitral proceedings, as well as any decision or award made or declared during the proceedings. Such confidential information may not be disclosed to a third party without the written consent of the other party. A party shall however be

entitled to disclose such information in order to be able to safeguard its rights towards the other party in connection with the dispute or towards an insurance policy underwriter, or if the party is required to so disclose pursuant to statute, regulation, a decision by an authority, a stock exchange contract or similar.

- 11.4 Notwithstanding clause 11.2, we shall be entitled to commence proceedings against you for the payment of any amount due to us in any court with jurisdiction over you or any of your assets.
- 11.5 Clients who are consumers may under certain circumstances turn to the Swedish Bar Association's Consumer Disputes Board (Konsumenttvistnämnden) to have fee disputes and other financial claims against us tried. For further information, see [advokatsamfundet.se/Konsumenttvistnamnden](http://advokatsamfundet.se/Konsumenttvistnamnden) or contact us or the Consumer Disputes Board directly.