

# Advokatfirman Wahledow AB – general terms and conditions

## 1. Applicability

1.1 These general terms and conditions apply to all the services which Advokatfirman Wahledow AB (hereinafter referred to as “Wahledow”) provides for its clients. The guidelines of the Swedish Bar Association regarding good legal practice shall also apply for the commission.

1.2 When you engage Wahledow, you are considered to have accepted these terms. In order to be valid, any departure from these terms shall be in writing.

1.3. The terms may to be changed from time to time. The latest version can always be found at [www.wahledow.com](http://www.wahledow.com). The changes apply only with regard to those commissions which have been started after the new version has been placed on our web site.

## 2. Identification

2.1. According to the law, we must, for certain commissions, check our clients’ identity and ownership conditions and inform ourselves of the nature and purpose the matter before the commission is undertaken. We may therefore ask for identification papers regarding you and other persons involved on your behalf in the commission and, in the case of a judicial entity, regarding those physical persons who have the ultimate control thereof and also regarding the source of monies and other assets. We may also seek information from external sources to verify the information which you give us.

2.2 According to the law, we are obliged to report any suspicion of money laundering or of the financing of terrorism to the

Financial Police and, according to the law, we are also prevented from notifying you that there are suspicions or that a report has been made or may be made to the Financial Police. In those cases where there are suspicions of money laundering or terrorism financing, we are obliged to decline or withdraw from the commission.

2.3 When you engage us, you are considered to have consented to our processing your personal data for the purposes indicated in this section 2. As a rule, we also need to process the personal data of your predecessors and real principals for the same purposes, and you are responsible for ensuring that these persons accept such a treatment. If you have any questions with regard to our treatment of personal data, we ask you to contact one of the persons indicated in item 11.1.

2.4 When we provide services free of VAT to a client in another country within EU’s VAT area, i.e. when we are not obliged to charge the Swedish VAT, we are, according to the law, obliged to declare to the National Swedish Tax Agency the client’s VAT No. and the value of the services provided in a periodic report. If you object to our doing this, we shall not be able to represent you.

## 3. Services

3.1 To develop our relationship with you and our understanding of your business activity, we shall appoint a contact lawyer for you as client. This client-responsible lawyer will have the overall responsibility for our services for you. There will also be a lawyer who will be responsible for our

work in each individual commission. This can be the contact lawyer or some other lawyer with the relevant expert knowledge.

3.2 We accept your commission as a commission for Wahledow and not as a commission for an individual lawyer. All of Wahledow's partners and other staff who work on the commission will provide their services for you in accordance with these terms and conditions. These persons have no personal responsibility towards you except with respect to what can follow from mandatory rules. The commission is thus an agreement with Wahledow and not with any individual person linked with Wahledow.

3.3 Where appropriate, we work as a team in order to provide the expert knowledge and resources which are required in each particular commission. At the beginning of the commission, we normally agree on the scope of our services and the persons who will work with the commission. Thereafter, the scope can be changed, increased or reduced, and we may need to change the persons in the team.

#### **4. Remuneration**

4.1 On request, we shall, at the beginning of the commission, provide you with an estimate of our fee. Depending on the nature of the commission, we can also agree on a budget, a fixed price or some other remuneration arrangement. All the fees are indicated excluding VAT.

4.2 Unless otherwise agreed, our fees shall be determined by the following factors: (a) the skill and experience which the commission has required, (b) the result achieved, (c) the time expended, (d) the value to which the commission refers, (e) the possible risks for Wahledow, and (f) the degree of urgency of the commission. Our fees are in agreement with the rules of the Swedish Bar Association.

4.3 In addition to our fees, the costs of travel and other expenses may be charged. Normally, we pay small expenses on your behalf and charge them in arrears, but we may request an advance payment for expenses or forward the invoice concerned to you for payment, or let you stand as the purchaser responsible for payment for e.g. an expert or somebody else who needs to be engaged for the commission.

#### **5. Invoicing**

5.1 Normally, we invoice once a month. Wahledow can also provide regular information about the fees for work done. Unless you and Wahledow have agreed otherwise, our invoices shall be paid within 30 days. We shall charge a penalty interest in accordance with the Interest Act in the case of a delayed payment.

5.2 Instead of invoicing for work done in a given time period, we may issue a preliminary "on account" invoice. In such cases, the final invoice for the commission shall indicate our total fee from which the "on account" payment shall be deducted.

5.3 In certain cases, we may request an advance payment before we start our commission. This will be regulated in future invoices. The total fee for the commission may be higher or lower than the amount of the advance payment.

#### **6. Legal protection**

6.1 In certain matters, the remuneration for representative costs may, at least to a certain extent, be covered by legal protection insurance. You shall notify us if you have a legal protection insurance. On request, we shall help to ensure that your legal protection insurance can be utilised.

6.2 The payment for costs under the legal protection insurance is a matter between you and the insurance company. Wahledow will invoice you and, when the

matter is concluded, we shall send a cost calculation in addition to a specified work account with a request for a payment to you in accordance with the cost calculation, on condition that we have already received the full payment for the work done. It shall be noted that the insurance company may compensate you for only a limited part of our assistance according to the insurance terms, e.g. because the terms include rules stating that not all measures are to be compensated. Any difference between the sum, which the insurance company pays and that which Wahledow has invoiced for work done, will be payable by you.

## **7. Limitation of liability**

7.1 Our advisory service in this commission will be adapted to the commission and to those circumstances which you have presented to us. You cannot therefore use or rely on the advice for any other purpose or in any other situation than that for which we gave the advice. Unless you and Wahledow have agreed otherwise, the advice given in the commission will not include the possible taxation consequences of the commission.

7.2. Wahledow's advice in this commission refers solely to Swedish law and it will thus not relate to the law in any other jurisdiction. If we express an opinion regarding the law in another jurisdiction, this will be given only on the basis of our general experience of legal questions in that jurisdiction. Such opinions do not constitute legal advice. Wahledow will however gladly assist you in obtaining the necessary advice from a lawyer in that jurisdiction.

7.3 Our liability for any injury which you may suffer as the result of an error or omission or breach of contract on our part will per commission be limited to SEK 25 million or, if our fees in the commission in

question do not exceed SEK one million, to SEK five million.

7.4 Our liability towards you shall be reduced with all the amounts which you can receive on the basis of any insurance which you have taken out or which has been taken out on you behalf or according to any contract or indemnification agreement to which you are a party or beneficiary, unless this is inconsistent with your agreement with an insurer or other third party or if your rights towards the insurer or other third party are thereby restricted.

7.5 We shall not be responsible for any injury which occurs because you have used our work results or advice in some other context or for some other purpose than that for which it was given. Unless otherwise follows from the provisions in item 7.9, we shall not be responsible for any injury which a third party has suffered because you have used our work results or advice.

7.6 If we have undertaken to give advice on the possible tax consequences, our responsibility will not include those taxes which you shall pay unless it was clear at the time when our advice was given that you could have attained your commercial goals by using an alternative structure or method without additional cost or risk and in this way could have completely avoided the payment of these taxes.

7.7 Other advisors and experts shall be considered to be independent of us (regardless of whether they have been engaged by us or whether you have contracted them directly). We are thus responsible neither for the choice of other advisors and experts or that we have recommended them nor for the advice and other services which they provide. This applies regardless of whether they have reported to us or to you.

7.8 We are not responsible for any injury which has arisen as a result of

circumstances beyond our control and which we could not reasonably have taken into account at the time of acceptance of the commission and the consequences of which we could not reasonably have avoided or overcome.

7.9 If Wahledow, at your request, agrees that a third party can rely on advice or a document which has been produced by us, this shall not increase or otherwise affect our liability. Wahledow's liability towards such a third party is the same as its liability towards you. Any sum which we may pay to the third party as the result of such a liability shall to a corresponding extent reduce our liability towards you. Even if Wahledow has separately agreed that a third party can rely on advice or a document which we have produced, Wahledow does not thereby accept any advisory liability towards such a third party.

7.10 If Wahledow discontinues the commission or the relationship with you owing to circumstances which are due to you or because of a requirement of the law or good legal practice, Wahledow shall have no liability for any injury to which this may lead.

7.11 The liability limitation which, according to these terms or a separate agreement with you, applies for Wahledow shall apply in all respects also to the benefit of and be applicable to the partners or previous partners in Wahledow and the lawyers and other persons who work for or have worked for Wahledow, or are engaged by or have been engaged by Wahledow.

7.12 The above liability limitations do not apply in the event of intent or of gross negligence.

7.13 Wahledow has for its business a suitable liability insurance.

## **8. Communication**

8.1 Unless otherwise agreed, we shall communicate with you and other parties involved in your commission via the internet and e-mail. These are efficient means of communication that can however involve risks for which we cannot accept responsibility. If you prefer not to communicate via the internet or e-mail in any commission, please inform the lawyer responsible for your case.

8.2 Our spam and virus filter can sometimes reject or filter off legitimate e-mail messages. You should therefore follow up important e-mail messages by telephone.

## **9. The market abuse directive**

We expect you to inform us if you wish us to create and maintain an insider list so that you can fulfil your responsibilities according to the Market Abuse Directive (2003/6/EC) and related regulations (jointly known as MAR). If you request a copy of the insider list we shall send it to you as quickly as possible after your request has been received, provided that the request is made within five years and one day after the list has been created or dated. It is your responsibility to keep the insider list confidential and to use it only in order to fulfil your responsibilities according to MAR.

## **10. Intellectual property and marketing**

10.1 We own the copyright and other intellectual property rights to the results created within a commission. You have, of course, the right to use the results for the purpose or purposes for which the results have been obtained.

10.2 Unless we have agreed otherwise, we shall send all the original documents to you when the commission has been concluded. We shall retain copies of the documents for our own archives. When a given transaction has become public knowledge, we may present information about our work for you in our marketing material and on our web site. Such information may only contain details which are already public knowledge. If we have reason to believe that you may react negatively, we shall request your consent before we publish such information.

### **11. Procedures in the event of complaints or claims**

11.1 If for any reason, you are dissatisfied with our services and wish to submit a complaint, we ask you to inform the lawyer responsible for commission as soon as possible.

11.2 To be valid, any claim shall be submitted not later than 365 days after the later of (i) the date of our final invoice relating to the commission to which the claim is related, or (ii) the date when the circumstances on which the claim is based became known or should have become known to you.

11.3 If your claim against us is based on a claim against you by a third party, the tax agency or other authority, we shall have the right to oppose, regulate and settle the claim on your behalf provided we indemnify you. If, without our consent, you settle, come to an agreement or take any measures regarding such a claim, we shall have no responsibility for the claim. If you receive compensation from us for any claim, you shall as a condition for our compensation transfer to us the right to reclaim from a third party or from our insurance agent.

### **12. Applicable law and jurisdiction**

12.1 Wahledow's commissions and their general regulations are governed by Swedish material law. Disputes related to these general regulations or to any question relating to our commission from you shall be finally decided by arbitration in accordance with the regulations of the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitration shall take place in Stockholm.

12.2 Without hindrance of the previous item, Wahledow shall always have the right to choose to initiate proceedings against you in a public Court of Law with regard to overdue debts or an application for a payment order.

12.3 If the service regards a consumer and the dispute value exceeds 1000 SEK but is less than 200 000 SEK the client has the right to have the dispute tried in the Consumer Dispute Board if all other conditions for such a trial is fulfilled. Further information regarding this kind of procedure is found on the Swedish Advokatsamfund's website.