

## **GENERAL TERMS AND CONDITIONS FOR FRYDMAN ADVOKATBYRÅ**

These terms and conditions apply to all services provided to clients by Frydman Advokatbyrå (“the Firm” or “we”). The codes of conduct applying to members of the Swedish Bar Association also apply to the services provided by the Firm. By entering into an agreement with the Firm, you are deemed to have consented to these terms and conditions.

### **1. Services**

At the outset of a matter, we normally agree the scope of our services. The scope may thereafter be changed, expanded or reduced.

### **2. Fees and expenses**

2.1 We endeavour to provide legal services at attractive fee rates and we are always willing to discuss our fees with you. On request, we will provide you with an estimate at the outset of a matter and, depending on the nature of the matter, we may also agree on a budget or another fee arrangement. All fees are exclusive of value added tax, sales tax and similar taxes, which will be charged at the statutory rate applicable in the relevant jurisdiction.

2.2 Our fees always accord with the rules of the Swedish bar association. Unless we agree otherwise, our fees are determined on the basis of a number of factors such as: (i) time spent; (ii) skills and experience required; (iii) amounts involved; (iv) the risks assumed (if any); (v) time constraints; and (vi) the result achieved.

2.3 In addition to our fees, disbursements for travel and other expenses may be charged. Although we normally pay limited expenses on your behalf and charge them to you, we may ask you to advance the amount of any expenses or forward the relevant invoice to you for payment.

### **3. Reporting of VAT registration number**

We are legally obliged in some cases to provide information to the tax authorities on your VAT registration number and the value of the services we have provided to you. By engaging the Firm, you are deemed to accept that we will provide such information to the tax authorities in accordance with current regulations.

### **4. Invoicing**

4.1 Regular invoices are a good way to keep you up-to-date on fees incurred and to avoid surprises at the conclusion of a matter. Unless otherwise agreed, we will invoice you each month. We can also provide you with regular updates on accrued fees.

4.2 Instead of issuing an invoice for a fee reflecting the work performed during the relevant period, we may issue a preliminary invoice on account. In such cases, the final invoice for the matter will set out the total amount of our fee with the fees paid on account deducted.

4.3 In certain cases, we will request a retainer before we commence work. The retainer will be used to settle future invoices. The total amount of our fee for the matter may be more or less than the amount of the retainer.

4.4 Unless otherwise agreed, payment of invoices is due within 15 days of the invoice date.

4.5 Our invoices for work done will be addressed to you as client. Each invoice states the date it is due for payment. In the event of non-payment, interest on arrears will be charged from the due date until payment has been received in accordance with applicable law.

## **5. Client identification procedures**

5.1 New clients may be asked for professional references.

5.2 In certain matters, 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 ask you to provide us, among other things, with evidence of your identity and/or the identity of any other person involved in the matter on your behalf, and, in the case of legal entities, the individuals having ultimate control over them (the beneficial owners), 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 for this purpose may obtain information from external sources. We are obliged to retain all information that we have obtained in conjunction with these checks.

5.3 We are legally obliged to report suspicions of money laundering or financing of terrorism to the relevant financial intelligence unit. We are also prevented by law from informing you of suspicions or that a report has been, or will be, made to the relevant financial intelligence unit. Where there are suspicions of money laundering or financing of terrorism, we are obliged to decline or cease to act in the matter.

5.4 We cannot be held liable for loss or damage caused to you directly or indirectly as a consequence of our compliance with the obligations we have considered to be incumbent on us under Clauses 3, 5.2 and 5.3.

## **6. Data protection**

6.1 The Firm is a controller of personal data provided in conjunction with matters or otherwise registered when preparing or administering a matter. We may also supplement personal data by obtaining information from private or public registers. We process personal data for administration and performance of matters, and for actions taken before matters are accepted. Personal data is also processed so that we can meet our statutory obligations as set out in Clause 6. Personal data may also be used as a basis for our market and client analyses, business and methods development, as well as for statistical and risk management purposes. We may also use the data for marketing purposes.

6.2 By engaging us, you are considered to have accepted that we will collect, store, process and use your personal data for the purposes specified in Clauses 5.2 and 6.1. You are also considered to have accepted that your personal data may be transferred to a third country (i.e. a country outside the EU/EEA) for the purposes specified in Clauses 5.2 and 6.1. As a rule, we also need to collect, store, process and use personal data on your representatives and beneficial owners, and you are responsible for ensuring that those persons consent to such processing. If you have any questions about our personal data processing or require information on the personal data about you that we process, you are welcome to contact us.

## **7. Advice**

7.1 Our advice is tailored to the circumstances in the specific matter, the facts presented to us and the instructions you give us. Accordingly, you may not rely on the advice in any other matter or use it for any purpose other than that for which it was given. Unless we agree otherwise, our advice in a particular matter does not include advice on either tax or potential tax consequences. Our advice includes legal issues in the specific matter, and insofar as we express views or factors considered in non-legal matters, we accept no responsibility for any potential consequences of this.

7.2 We can only give advice on the legal position in Sweden. Based on our general experience in dealing with other jurisdictions, we may express views on legal issues in other jurisdictions. This is merely intended to provide the benefit of our experience, and the views we express in these cases do not constitute advice on which you are entitled to rely. However, we will be pleased to assist you in obtaining the necessary advice from lawyers qualified in other relevant jurisdictions.

7.3 While it is our policy in certain cases and on a general basis (e.g., by way of newsletters) to inform our clients and others of legal developments, the advice we give you in a matter is based on the legal position at the time it is given. Unless we have specifically agreed otherwise, we do not undertake to update the advice we have provided to take account of subsequent changes in the legal position.

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

## **8. Limitation of liability**

8.1 Our liability for loss or damage caused to you as a consequence of error or negligence on our part in performing our work is limited to a sum equal to the fee for the matter, or the amount paid to us by our insurance company under our liability insurance as compensation for the damage in question, whichever is the higher.

8.2 Limitation of our liability to the sum specified in 8.1 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.

8.3 Our liability to you is limited to the loss or damage you incur. Among other things, this means that our liability will be reduced by all amounts that 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 your agreement with the insurance provider or third party or your rights against the insurance provider or third party are thereby prejudiced.

8.4 Except as provided in Clause 8.7, we accept no liability towards any third party through your use of documents or other advice from the Firm.

8.5 Unless specifically agreed, we will not accept any liability arising from failure to meet any target date(s) or from failure to complete any part of work for you within a proposed time scale or if, due to circumstances beyond our control, we are unable to start or continue our work.

8.6 If we have agreed to advise on tax or potential tax consequences, our liability for error or negligence does not cover any taxes payable by you, unless it was clear at the time of our advice that you could have achieved your commercial objectives using an alternative structure or method at no additional cost or risk and would thereby have permanently avoided the payment of those taxes.

8.7 If, at your request, we agree that a third party may rely on a document produced by us or on advice provided by us, this will not increase or otherwise affect our liability, and we will only be liable to that third party to the extent we would be liable to you. Any amount paid to a third party as a result of such liability will reduce our liability to you correspondingly and vice versa. If we agree that a third party may rely on a document produced by us or on advice provided by us, no client relationship will arise between us and that third party. The above also applies in those cases where we issue certificates, opinions or the like to a third party at your request.

8.8 Notwithstanding the other provisions of this clause (Clause 8), the Firm will at all times be liable to you for loss or damage caused by an intentional act or gross negligence.

## **9. Working with other advisers**

9.1 We have an extensive network of other advisers in Sweden and abroad and we will be happy to help you to identify and instruct other advisers in relation to particular matters.

9.2 The Firm reserves the right to hire other advisers in Sweden and abroad for the purpose of performing our service.

9.3 If we instruct, engage and/or work together with other advisers, any such advisers will be considered to be independent of us and we assume no responsibility or liability for recommending them to you or for advice given by them, unless we specifically agree otherwise. This applies regardless of whether the adviser has given the advice directly to you or via us. We do not accept responsibility for fees or expenses charged by such advisers, whether these are paid by us and charged to you as disbursements or whether they are forwarded to you for payment. Any authority to instruct advisers includes authority to accept a limitation of liability on your behalf.

9.4 When we instruct other advisers we may, at your request, obtain fee quotes from them and/or agree fee arrangements with them. Although we will assist you in any discussions with other advisers, we do not assume any responsibility for such quotes and/or arrangements.

9.5 If another adviser's liability to you is more limited than our liability, any liability we may have to you as a result of any joint and several liability that we may have with the other adviser will be reduced by the amount of the compensation we would have been able to recover from that adviser if its liability to you had not been so limited (and regardless of whether that other adviser would have been able to pay the compensation to us).

## **10. Communications**

10.1 We communicate with our clients and other parties involved in a matter in a variety of ways, including via the internet and email. Although these are effective means of communication, they may involve risks for which we cannot accept any responsibility. If you would prefer us not to communicate via the internet or e-mail in relation to a matter, please notify your client relationship partner or the partner responsible for the matter.

10.2 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.

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

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

11.2 We will protect the information you disclose to us in an appropriate manner and in accordance with the codes of conduct applying to members of the Swedish Bar Association and the rules on data protection.

11.3 When a particular matter has become publicly known, we may disclose our involvement on your behalf in our publicity material and on our website. Such disclosure may only contain information that is already in the public domain. If we have reason to believe that you may be concerned about our disclosure, we will seek your consent before disclosure is made.

11.4 If we engage or cooperate with other advisers in a matter, we are entitled to provide them with material and other information that we consider may be relevant in order for the adviser to be able to give advice to or perform services for you. The same applies to material and other information that we have received as a consequence of the checks and verifications that we have carried out under Clause 5.2.

## **12. Conflicts of interest**

We may be prevented from acting for a party if there is a conflict of interest in relation to another client. Before accepting a matter, we therefore check to ascertain whether there is a conflict of interest in accordance with the codes of conduct applying to members of the Swedish Bar Association and/or other relevant bar associations. Notwithstanding such controls, circumstances may arise that prevent us from acting for you in an ongoing or future matter. If this occurs, we strive to treat our clients fairly, taking account of the codes of conduct applying to members of the Swedish Bar Association. Accordingly, it is important before and during the matter that you provide us with the information you consider may be relevant to determine whether or not there is an actual or potential conflict of interest.

## **13. Document management**

13.1 During the life of a matter, we may store documents and work products produced by us or by you or a third party electronically in a matter-centric system in order to provide the team working for you with easy access to necessary information.

13.2 After the conclusion of a matter, we will keep (or store with a third party) all documents and work products generated in a matter, whether on paper or electronically, that we consider to be significant, for a period that we deem to be appropriate for that particular type of matter, but in no circumstances for a period shorter than that required under the rules of the Swedish bar association.

13.3 Unless otherwise agreed, all original documents will be returned to you when a matter has been concluded. If we send valuable documents to you at your request, this will be at your risk. We will keep a copy of those documents for our own records.

## **14. Complaints and claims procedures**

14.1 We are committed to ensuring that you are satisfied with our services and that we meet your expectations. If, for any reason, you are dissatisfied or have a complaint, you should notify the Firm as soon as possible.

14.2 Any claim relating to any matter on which the Firm has advised you should be made to the Firm as soon as you have become aware of the relevant circumstances. No claim may be made more than twelve months after (i) the date the last invoice was issued for the matter to which the claim refers; or (ii) the date the relevant circumstances were known to you or could have become known to you after reasonable investigations, whichever is the later. In no circumstances can a claim be presented later than ten years after the advice to which the claim relates was given.

14.3 If your claim against us is based on a claim against you by a third party or any tax authority or other public authority, we will be entitled to answer and settle such claim on your behalf, provided you are indemnified by us. If you settle, compromise or otherwise take any action relating to such claim without the consent of our managing partner, we will have no liability for the claim.

14.4 If we or our insurers pay compensation to you for any claim, then, as a condition of the payment, you will be obliged to transfer the right of recourse against third parties by way of assignment or subrogation to us or to our insurers.

## **15. Amendments**

These terms and conditions may be amended by us from time to time. The latest version can always be viewed on our website, [www.frydman.se](http://www.frydman.se). Amendments to the terms and conditions will become effective only in relation to matters begun after the amended version is posted on our website. A copy of the latest version of these terms and conditions will be sent to you on request.

## **16. Different language versions**

These terms and conditions have been produced in Swedish and English. The Swedish version applies to clients domiciled in Sweden. The English version applies to all other clients. English terms used in these terms and conditions are to be construed solely on the basis of Swedish legal tradition and laws, not on the basis of any other country's legal tradition or laws.

## **17. Governing law and jurisdiction**

17.1 These terms and conditions and all issues regarding them or any matter on which we have advised you are governed by and will be construed in accordance with Swedish substantive law.

17.2 Except as stated in Clause 17.3, any dispute, controversy or claim that may arise out of or in connection with these terms and conditions or the breach, termination or invalidity of the terms and conditions, any specific conditions governing the matter or concerning any matter on which we have advised or failed to advise you, will be finally settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The place of arbitration will be Stockholm, Sweden.

17.3 Under certain conditions, clients who are consumers may turn to the Swedish Bar Association Consumer Disputes Committee to have fee disputes and other financial claims against us tried. Visit [www.advokatsamfundet.se/konsumenttvistnamnden](http://www.advokatsamfundet.se/konsumenttvistnamnden) for further information.

17.5 Notwithstanding Clauses 17.2 and 17.3, we are entitled to commence proceedings for the payment of any amount due to us in any court with jurisdiction over you or any of your assets.