

## **LINDMARK WELINDER – GENERAL TERMS AND CONDITIONS 2021-09-01**

The following terms apply to all services offered by Advokatfirman Lindmark Welinder AB ("the Law Firm", "we", "us" or "our") to its clients. The Swedish Bar Association's guidelines for fair legal practice will apply to all our services and to the cases we accept.

### **1 SERVICES AND WORKING METHODS**

- 1.1 To us, every project is unique. We always strive to adapt our solutions to our client's business. Our clients always have one of our partners or experienced lawyers as a client manager. That person has the general responsibility for our work with the client and he / she selects which lawyers should be used in order to deal with every case in the best way possible.
- 1.2 We often work as a team in order to be able to offer the Law Firm's collective knowledge and resources on every single case and in order to provide good service and a high pace of work.
- 1.3 At the start of a case, we normally agree on its scope and how we will approach it. After that, the scope may change (by increasing or decreasing) and we may adjust the team to adapt our input depending on the character of the case and what it requires.
- 1.4 Our advice will be based on the circumstances, facts and legal situation at the time when it is given. We will not be liable for subsequent changes in the law which were unknown to us at the time of our advice.

### **2 IDENTIFICATION OF CLIENTS**

- 2.1 In accordance with the current law, we are sometimes obliged to perform certain checks in order to confirm our clients' identities and ownerships as well as to inform ourselves of the nature and purpose of the case before we begin working on it. Therefore, we may request identity documents and other information concerning a company as well as other natural or artificial legal entities involved in the case. We are required to retain all information and documentation collected through these checks.
- 2.2 We may be prevented from acting for a client if there is a conflict of interest in relation to another client or if any other circumstances present a threat to our ability to fully serve the client's interests. Therefore, before we accept a case, we always perform a check in order to identify any conflicts of interest.
- 2.3 We are legally obliged to report any suspicions about money laundering or the financing of terrorism to the Financial Intelligence Unit of Sweden. We are not allowed to inform the client of any such suspicions and whether they have or will be reported. If this kind of suspicion arises, we are also obliged to decline the case or to stop our involvement in it.

2.4 The Law Firm processes personal data of received from the client in order to perform contracts in respect of cases which have commenced and in order to take steps on behalf of potential clients before a contract is entered into or a case has been accepted. As a general rule, we also need to process the personal data of the client's representatives and beneficial owners for the same purpose. The client has the right to be informed about which personal data is being processed and to demand that inaccurate information be rectified. Complete information about personal data processing may be found on the Law Firm's website.

### **3 FEES AND EXPENSES**

3.1 Our fees correspond to the Swedish Bar Association's issued principles. If nothing else has been agreed, our fees will be set in line with the following factors: (a) time consumed; (b) the scope, nature and difficulty of the case; (c) the knowledge, skill and resources required; (d) urgency; and (e) results.

3.2 On request of the client we may, at the beginning of the case, provide the client with an estimate of what our fee might be, based on the information we have access to at that point in time. Depending on the nature of the case, we may also negotiate a budget or other arrangement.

3.3 In addition to our fees, we invoice clients for travelling costs and other expenses. Normally, we incur certain expenses (of a limited nature) on behalf of the client and then, afterwards, invoice the client for them. However, in respect of certain expenses, we may ask the client for advance payment in respect of them or, alternatively, forward the invoice for the expense to the client for payment.

### **4 INVOICING**

4.1 We normally invoice on a monthly basis. Invoices can be either for payments of installments, for fees incurred in the preceding month (interim invoices) or for our final fees (final invoices). In the case of invoices for payments of installments, a preliminary estimate of our fees payable in installments will have been given and the total amount paid by installments is then subtracted from the final invoice in which our final fees will be reported.

4.2 In some cases, we may request an advance payment before we take on a case. This payment will be taken into account in respect of future invoices. The total amount of fees for a case may be higher or lower than the advance payment.

4.3 In the absence of any agreement to the contrary, payment of our invoices will be due 10 days after the date of the invoice. In the case of delayed payment, we will charge default interest rates in accordance with the relevant legislation.

## **5 LEGAL EXPENSES AND TRIAL COSTS**

- 5.1 In some cases, a client with legal expenses insurance may be compensated for some expenses attributable to obtaining legal advice. The terms and conditions may vary between insurance companies and for different legal services. On their request, we assist clients with their legal expenses' insurance claims.
- 5.2 If a case relates to a legal dispute, the losing party may be obligated to entirely or partly pay the winning party's trial costs (including legal fees). Regardless of whether our client wins or loses a case, they shall pay for our work and any expenses we have incurred in relation to court proceedings or arbitrations.

## **6 COMMUNICATION**

- 6.1 We communicate with our clients and other parties who are involved in a case in different ways, primarily via e-mail.
- 6.2 Our spam and virus filters may occasionally filter out legitimate e-mails. Therefore, the client should follow up important e-mail messages to the Law Firm by telephone.

## **7 CONFIDENTIALITY AND DISCLOSURE OF INFORMATION**

- 7.1 All information we keep from or about the client or the client's business and business affairs is treated as confidential and protected according to appropriate regulations for fair legal practice and data protection.
- 7.2 If we hire or collaborate with any external consultants or experts for a case, we will provide to them such material and information which is necessary and relevant in order for them to provide legal advice or any other services for the client. The same applies to information which we have retained as a result of the checks performed in accordance with clause 2.1.
- 7.3 If we act for more than one client on a case, we have the right to impart material or information given to us by one client to the other client(s). In some cases, by virtue of legal ethics, we may even have an obligation to do so.
- 7.4 We are in some cases legally required to provide information to the tax authorities about the client's value added tax (VAT) registration number and the value of the services we have delivered.

## **8 HANDLING OF DOCUMENTS AND ARCHIVING**

- 8.1 Throughout the duration of a case, we store documents and work materials generated either by us, the client or a third party electronically in a shared law firm-wide system in order to facilitate access for the team working on the case.

- 8.2 When a case is completed or has otherwise ceased, we archive all relevant documents and work materials generated during the case, in paper or electronic form, for as long as we consider appropriate, but never for a shorter amount of time than required by statute or by regulations from the Swedish Bar Association. However, the client should not expect the firm to store the documents for longer than ten years.
- 8.3 In the absence of any agreement to the contrary, we will return all original documents to the client when the case is completed. If, on the client's request, we send valuable documents, the client will bear the risk in respect of this. We always keep copies of relevant documents for our archives.

## **9 INTELLECTUAL PROPERTY RIGHTS**

- 9.1 The client has the right to use any final documents and other work materials which we have generated on behalf of the client, for example, final versions of contracts which we have prepared or negotiated, or any statements and letters we have addressed to the client. In the absence of any agreement to the contrary, no template, document or other work material generated by us may be commercialized by sale for consideration to a third party or for any other similar purpose.

## **10 OUR LIABILITY AND LIMITATIONS OF LIABILITY**

- 10.1 Our liability for damage suffered by the client as a result of wrongdoing or negligence in the performance of our services in respect of a case is limited to 50 million Swedish crowns (SEK). However, if our fees for our services in respect of the case in question have not reached 1 million SEK, our liability for damage suffered by the client is limited to 5 million SEK.
- 10.2 Any amount which we are liable for shall be reduced by any amount which the client may obtain in other ways through any insurance, contract or indemnity agreed to or signed by the client or of which the client is a beneficiary, provided that it is not incompatible with the terms and agreements entered into with insurers or other third parties and that the client's rights vis-à-vis the insurer or third party are not limited as a result.
- 10.3 We are not liable to the client for the completeness or the accuracy of information which the client or others have provided to us in relation to the performance of our services in respect of a case, nor for loss or damage which has arisen because of misleading or inaccurate information or omissions from anyone other than our own staff.
- 10.4 Our work is adapted to the circumstances of every single case and to the facts and instructions given to us by the client. Therefore, we are not liable for damage which arises through our client's use of or reliance on work materials generated or advice given by us in circumstances or for purposes other than those originally intended for. The same applies to questions of subsequent changes to the legal situation, in which case we cannot be liable for the durability and accuracy of our advice for any time other than that of its delivery.

- 10.5 Our advice is only in respect of legal matters. Where we express our perceptions and considerations in matters other than legal ones, for example of a commercial, operative or financial nature, we do so only out of our general experience. This is not legal advice and we are not liable for the consequences that might follow from it.
- 10.6 If we, on the request of the client, allow a third party to rely on or use work materials generated and advice given by us, this shall not increase or otherwise affect our liability. No client relationship will arise between us and the third party. We shall only be liable towards such a third party to the same extent that we are liable towards our client. All amounts we may be liable to pay as a result of this liability will, to the corresponding extent, reduce our liability towards the client and vice versa.
- 10.7 Unless a case has specifically been in respect of advice concerning tax, we will not be liable for the imposition or the risk of imposition of tax on the client as a result of our delivered services.
- 10.8 External consultants and experts regarding anything other than legal advice, such as, but not limited to, accountants, valuers and surveyors / inspectors, shall be considered as independent from us regardless of whether we hired them or if the client contracted with them directly and regardless of whether they report to us or directly to the client. Such consultants and experts work on their own behalf and are separately liable towards our clients.
- 10.9 For international cases, we work together with independent law firms all over the world through the alliance “Ally Law”. In addition, we occasionally refer contacts to other foreign lawyers who handle matters within their respective jurisdictions. All law firms which we collaborate with in this manner are wholly independent of us and work on their own behalf and are separately liable towards our clients. We are not liable for the fact that we recommended them, nor are we liable for their work or for the fees and expenses they charge. However, as a service to our clients, we sometimes help them by making cost estimates in respect of the work of these law firms and by inspecting their invoices relating to work on the client’s case.
- 10.10 If we, together with a third party, are liable for any damage arising, our liability shall be limited to the amount which is reasonable with respect to our part of the liability for the damage. If the client has accepted a disclaimer or limitation of liability in relation to the third party, our liability shall be reduced by the amount which we would have been able to recover from the third party if its liability had not been limited or excluded (and regardless of whether the third party would have been able to pay it or not).
- 10.11 We are not liable for damage which arises due to circumstances outside of our control which we could not reasonably have foreseen when accepting the case, and the consequences of which we could not reasonably have avoided or overcome.
- 10.12 We cannot be held liable for damage directly or indirectly caused to the client after we have observed the obligations placed upon us in clauses 2 and 7.4.

- 10.13 The limitation of liability set out in these terms and conditions or in a separate agreement with the client applies to the Law Firm as well as to current and former partners of the Law Firm and to the persons who work for, have worked for, are hired by or have previously been hired by the Law Firm.
- 10.14 We have liability insurance which is adapted to our business, and which covers our liability in accordance with clause 10.1.

## **11 PROCEDURE IN CASE OF COMPLAINTS AND CLAIMS AGAINST US**

- 11.1 If the client, for any reason, is dissatisfied or has complaints in respect of a case, they shall inform the Law Firm of this as soon as possible. For any claim to be valid it must be made within a reasonable time frame but not later than six months after either (1) the day our last invoice for the case was rendered, or (2) the day that the circumstances which form the basis of the claim became known or, with reasonable enquiry, could have become known to the client, whichever date is the later.
- 11.2 If the client's claim against us is based on a claim against the client made by an authority or a third party, we shall have the right to answer, negotiate and settle the claim on behalf of the client provided that we – with consideration to the limitation of liability set out in this agreement – indemnify the client. If the client answers, negotiates, attempts to settle or otherwise takes any action regarding such a claim without our consent, we will not be held liable for the claim.
- 11.3 If the client is awarded damages against us or our insurer in respect of any claim, the client shall as a condition for the payment, transfer to us or our insurer the right of recourse to any third party.

## **12 TERMINATION AND CEASING TO ACT**

- 12.1 The client may at any time end their collaboration with us by terminating our services in writing. Furthermore, in certain cases, legislation or fair legal practice may confer a right or impose an obligation on the Law Firm to cease to act on a particular case. For instance, this might concern unsatisfactory client identification, a conflict of interest, lack of payment or instructions, or a loss of trust between ourselves and the client. Regardless of whether the client terminates our services or we cease to act on a case, the client must pay for the work which has been done and for the expenses we have incurred on the case up until the day our involvement in it comes to an end.

## **13 CHANGES AND LANGUAGE VERSIONS**

- 13.1 These terms and conditions may be changed by us. The current version is always available at our website [www.lwadvokat.se](http://www.lwadvokat.se). Changes to the terms and conditions are only valid for the cases which are taken on after the changed version has been published on our website.

- 13.2 These terms and conditions have been produced in Swedish and English versions. The Swedish version applies to clients with Swedish residency. The English version applies to all other clients.

#### **14 APPLICABLE LAW AND DISPUTE RESOLUTION**

- 14.1 All questions regarding the Law Firm's services and these terms and conditions are regulated by and shall be interpreted in accordance with Swedish substantive law.
- 14.2 Disputes arising from the services of the Law Firm shall primarily be mediated in accordance with the Mediation Rules of the Arbitration Institute of the Stockholm Chamber of Commerce, provided that no party objects to this.
- 14.3 If any party does object to mediation or if the mediation is terminated, disputes concerning the Law Firm's services shall be finally settled through arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (SCC).
- 14.4 Rules for Expedited Arbitration will apply unless the SCC with consideration for the difficulty of the case, the value of the subject matter of the dispute and other circumstances decide that Arbitration Rules will apply. If the latter is the case, the SCC will also decide whether the tribunal will consist of one or three arbitrators. The seat of arbitration will be Lund, Sweden. The language used in the arbitration will be Swedish. For further information, see [www.sccinstitute.se](http://www.sccinstitute.se).
- 14.5 Clients who are consumers (a natural legal entity who acts for purposes other than his or her own business or professional activities) may under certain circumstances turn to the Swedish Bar Association's Consumer Disputes Board to get disputes concerning services performed by a lawyer or law firm determined. However, the consumer must first have attempted to reach an agreement with the lawyer or law firm in question. For further information, see [www.advokatsamfundet.se/konsumenttvistnamnden](http://www.advokatsamfundet.se/konsumenttvistnamnden).
- 14.6 Irrespective of clauses 14.2 and 14.3, in respect of overdue payments, we reserve the right to commence court proceedings or to apply to the Swedish Debt Enforcement Agency for an order for payment.