

GENERAL TERMS AND CONDITIONS (2019:1)

1. APPLICATION

1.1 These general terms and conditions apply to all services provided by Grey Advokatbyrå AB (the “**Firm**” or “**we**”) to clients not domiciled in Sweden. Deviations from these terms and conditions require the Firm’s consent in writing. We reserve the right to amend these terms and conditions and the amendment will automatically become effective through our posting of the new terms and conditions on our website www.greyadvokat.se.

1.2 The code of conduct applicable to members of the Swedish Bar Association (the “**Code of Conduct**”) also apply to the services provided by the Firm.

2. CONTRACTUAL RELATIONSHIP, ETC.

2.1 In order to develop personal relationships and our understanding of your business, one of our partners will be designated as responsible partner. This partner has the overall responsibility for our services to you.

2.2 The contract engaging our services is a contract between the Firm and you and not with any individual associated with the Firm. We accept your assignment as an assignment for the Firm and hence not as an assignment for a specific individual. This applies even if it is your express or implied intention that the work should be carried out by a specific person or persons. All individuals working for the Firm are covered by these terms and conditions and under no circumstances will these individuals have any personal liability towards you, except as provided by mandatory law.

3. OUR SERVICES

3.1 Our services and advice are tailored only to the circumstances, facts and instructions presented to us in the particular engagement. Accordingly, you may not rely on our services or advice in any other matter or for any other purpose than the purpose for which the service or advice was given. We do not provide advice on tax issues or potential tax consequences.

3.2 Our services include only advice regarding Swedish law. Based on our general experience of other jurisdictions we may express a view on legal issues in another jurisdiction than Sweden. We do so however only to share our experience and our expressions do not constitute advice that you may rely on and hence we do not assume any responsibility for such expressions. However, at your request, we would be pleased to assist you in obtaining advice from other lawyers in the relevant jurisdictions.

3.3 If we instruct, engage or work together with other advisors, any such advisor shall be considered to be independent of us. Consequently, we assume no responsibility or liability for advice given or work carried out by other advisors or for recommending them. We do not accept responsibility for fees or expenses charged by such advisors, whether these are paid by us and charged to you as disbursements or whether they are forwarded to you for payment.

4. CLIENT IDENTIFICATION, PERSONAL DATA, ETC.

4.1 In certain matters, applicable legislation requires us to ascertain our clients’ identity and ownership, and to obtain information about the nature and purpose of the engagement, before our work can commence. We may

therefore ask you to provide us with, among other things, 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 the ultimate control over them, as well as information and documentation showing the origin of funds and other assets. We are also obliged to verify the information mentioned above, and for this purpose we may obtain information from external sources. We will retain all documentation and information that we have obtained in conjunction with these checks.

4.2 We are also required to inform suspicions of money laundering or financing of terrorism to the relevant police authority. We are prevented to disclose to you that we have suspicions or that we have informed the police authorities or that we are considering to do so. In case of any suspicions of money laundering or financing of terrorism, we are obliged to decline or withdraw from the engagement. We cannot be held liable for any loss or damage suffered by you as a consequence of our compliance with the obligations set out in clauses 4.1 – 4.2.

4.3 The Firm is a controller of personal data provided in conjunction with matters or otherwise registered when preparing or administering a matter. The Firm only processes personal data in accordance with these terms and the Firm’s privacy notice as amended from time to time and available at www.greyadvokat.se/en/about-us/privacy-notice/.

5. LIMITATION OF LIABILITY, ETC.

5.1 In addition to the further limitations of liability set out in these terms and conditions or otherwise agreed between the Firm and you, we take only responsibility for our professional services, and we are only liable for damage caused as a consequence of our error or negligence in providing our professional services, however our liability is always limited to the maximum amount which our professional liability insurance pays out in order to cover our liability in such situation.

5.2 We maintain a market practice professional liability insurance in addition to the Swedish Bar Association’s compulsory liability insurance.

5.3 We shall not be liable for any loss or damage suffered as a result of the use by you of our work products or advice in any other matter, context or for any other purpose than for which it was given. We shall not have any liability for a loss or damage suffered by any third party through the use by a third party or by you of our work products or advice.

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

5.5 The Firm’s liability shall be reduced by any amount which may be obtained by you under your insurance coverage (your own policies or third parties’ policies by which you are covered) or under any contract or indemnity to which you are a party or a beneficiary.

5.6 If your claim is based on a claim against you by a third party, we or our insurers shall be entitled to meet, settle and compromise such claim on your behalf, provided that – taking into consideration the limitations of liability in these terms and conditions – you are indemnified by us. If the Firm is not allowed to do so, the Firm shall have no liability whatsoever for the claim made against you. If you meet, settle,

compromise or otherwise take any action in relation to such claim without our consent, we shall not assume any liability for such claim.

5.7 If you are reimbursed by us or our insurers in respect of a claim, you shall, as a condition for such reimbursement, transfer the right to recourse against third parties to us or our insurers by way of subrogation or assignment.

5.8 We shall not be liable 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.

5.9 If we, as an exception from what is set out in section 5.3, at your request, agree that a third party may rely on our work products or advice, this will not increase or otherwise affect our liability. We can be held liable only provided that we in each specific case have agreed in writing to assume such liability. In such case, we will only be liable to such third party to the extent we would have been liable to you, and any amount payable to the third party as a result of such liability will reduce our liability to you correspondingly and vice versa. No client relationship with such third party is assumed.

5.10 If, for any reason, you are dissatisfied with our services and wish to submit a complaint or claim, you should notify the responsible partner as soon as possible. Any complaint or claim shall be submitted in writing accompanied by particulars of the alleged error or negligence and the damage caused to you as a result thereof. No claim or complaint may be made later than a reasonable time after the date the circumstances giving rise to the damage became known to you or could have become known to you after carrying out reasonable investigations. In no event shall we be liable for any complaint or claim made later than twelve months after (i) the date the Firm's last invoice in the matter was issued or (ii) the matter has terminated.

6. FEES, INVOICING, ETC.

6.1 We endeavor to provide legal services at attractive fee rates and we are always willing to discuss our fees with you. Upon 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 upon a budget or another fee arrangement. All fees are exclusive of value added tax. Our fees always accord with the rules of the Swedish Bar Association. Our fees are determined, amongst others factors, on the basis of: (i) the extent and art of the mandate; (ii) skills and experience required; (iii) values involved; (iv) risks assumed by the Firm; and (v) time constraints.

6.2 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

6.3 Unless we agree otherwise, we will send you invoices on a monthly basis. Unless otherwise agreed, payment of invoices is due within 15 days of the invoice date. We may in certain cases issue a preliminary invoice (on account) for our fees. In such cases, the final invoice will set out the total amount from which the amount in the preliminary invoice will be deducted. In certain cases, we may request an advance payment. The final total amount of our fees and expenses for the engagement may be more or less than the amount of the advance payment. If less, the surplus will be repaid to you.

6.4 If an invoice is not paid, interest on the balance owing will be charged at an interest rate of the reference interest rate determined by the Swedish National Bank plus 8% per year.

6.5 In litigation and arbitration, the losing party can be ordered to pay the costs (including legal fees) of the winning party. It is, however, rare that all the legal expenses that the winning party has incurred will be recoverable from the losing party. Irrespective of whether you should be the winning or losing party you must pay our fees for services provided and expenses incurred in representing you in litigation or arbitration. If our fees and expenses are to be financed by making use of a legal costs and expenses insurance you must still pay our fees and expenses to the extent they exceed whatever is paid out under the insurance.

7. REPORTING TO AUTHORITIES

7.1 We may be required by mandatory law to provide information to the tax authorities on the VAT number of our clients and to report on other information to authorities. By engaging us you are deemed to have consented to that we fulfill such reporting obligation.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 The copyright and any other intellectual property rights in all work products that we generate for clients vest in us without any compensation to anybody. However you have the right to use such work products for the purposes for which they were provided.

9. CONFIDENTIALITY

9.1 We observe confidentiality in accordance with the Code of Conduct. In certain cases, as demanded under the Code of Conduct or law, we may be obliged to disclose information.

10. CONFLICTS OF INTEREST

10.1 It is crucial for us to be able to represent each of our clients without any conflicts of interest in relation to any other of our clients. Therefore, we will conduct a conflicts of interest check following the rules of the Code of Conduct before accepting an engagement. Even so, circumstances may occur that impede us from representing you in pending or future matters. In this respect, it is important that you at the outset of and during the course of our engagement provide us with any information that you believe may be pertinent to establish whether any actual or potential conflicts of interest exists.

11. COMMUNICATIONS

11.1 Our communication is transmitted e.g. through e-mail or the Internet. However we do not assume any responsibility for security risks or failures of these means of communication. Accordingly, you should follow up important e-mails by telephone.

12. DOCUMENT RETENTION

12.1 The Firm's file management is digital and the documents are primarily stored and archived in electronic form only. When the Firm receives a document it is digitalized and the physical document is then destroyed. We can therefore not return the specific documents which we have received but only digital copies of them. Original documents belonging to you are however not destroyed, but are normally returned to you when the matter has terminated. We will keep a copy of such documents. Hence, unless otherwise agreed, we are not required to store your original documents.

12.2 All documents and work products accumulated or generated in a matter will be archived for a period of time which we deem to be adequate for that particular type of engagement, however under no circumstances for a period of time shorter than required by law or under the Code of Conduct.

13. AMENDMENTS

13.1 These terms and conditions may be amended by us from time to time. The latest version is always available on our website: www.greyadvokat.se. Amendments to the terms and conditions will become effective only in relation to engagements begun after the amended version is posted on our website.

14. GOVERNING LAW AND DISPUTE RESOLUTION

14.1 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. Any dispute, controversy or claim arising out of or in connection thereof shall be finally settled by arbitration in accordance with the Rules 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 English.

14.2 The arbitral proceedings, including its existence and all information disclosed in the course of such arbitral proceedings, as well as any decision or award that is made or declared during the proceedings are confidential and may not, in any form, be disclosed to a third party without the express prior consent of the other party. A party shall, however, not be prevented from disclosing such information in order to preserve its rights versus the other party in connection with the dispute, or towards its insurance company, or if the party is required to so disclose pursuant to law, regulation, decision from public authority, contract with a stock exchange or equivalent.

14.3 Notwithstanding clause 14.1, the Firm shall be entitled to commence proceedings for the payment of any amount due in any court with jurisdiction over you or any of your assets.

14.4 Under certain conditions, clients who are consumers may turn to the Swedish Bar Association's Consumer Disputes Committee to have fee disputes and other financial claims against us tried. Visit www.advokatsamfundet.se/Konsumenttvistnämnden for further information.
