

General Conditions

1. Introduction

These General Conditions apply to all services performed by Wimert Lundgren Advokatbyrå AB, 556983-7569 ("the Firm") for the Client.

The Swedish Bar Association's Code of Professional Conduct ("the Rules"), available at www.advokatsamfundet.se, applies to the Firm's services and takes precedence over these General Conditions. The Firm's services and these General Conditions are governed by Swedish law.

2. The Firm's Services

The Firm provides legal advice concerning Swedish law. The advice is tailored to the specific assignment and the circumstances presented by the Client. The Client may not use or rely on the advice in any other situation than the one for which it was provided. The advice does not include possible tax implications.

All issues within a business arrangement, a business transaction, or a dispute shall be considered a single matter, even if it involves multiple affiliated companies, if different lawyers within the Firm handle it, and even if separate invoices are issued.

During the execution of an assignment, the scope of the Firm's resources may change, and the Firm may also adjust the staffing for the assignment.

All lawyers at the Firm working on an assignment provide their services to the Client in accordance with these General Conditions. These lawyers do not have personal liability to the Client beyond what is required by mandatory legislation. The agreement regarding an assignment is thus an agreement with the Firm and not with any individual associated with the Firm.

3. Client Identification

Before the Firm can accept an assignment, it is legally required to obtain information about the Client and the assignment to manage the risk of money laundering and terrorist financing. This means that the Firm needs to identify the Client, the individuals representing the Client in an assignment, and the individuals who control the Client. If the Client is a legal entity, the Firm must also investigate how the Client is owned and controlled.

The Firm is also obligated to verify the provided information and may therefore request documents substantiating the information and obtain information from public or private registers or other external sources.

The Firm is required to report any suspicions of money laundering or terrorist financing to the police authority and is prohibited from informing the Client of such suspicions. If there are suspicions of money laundering or terrorist financing, the Firm is obligated to decline or withdraw from an assignment.

4. Personal Data

The Firm is the data controller for personal data collected in connection with assignment inquiries and assignments. How the Firm processes personal data, for what purposes, and for what duration is specified in the Firm's privacy policy, available at www.wla.se.

5. External Advisors

The Firm has a network of external advisors in Sweden and abroad. If necessary for the execution of an assignment, the Firm may contact and instruct advisors. These advisors are considered independent from the Firm, and the Firm is not responsible for the advice they provide or for recommending them to the Client. The Firm is also not responsible for the fees or costs charged by external advisors.

6. Fees and Expenses

Unless otherwise agreed, the Firm invoices monthly in arrears for work performed at the applicable hourly rate and for necessary costs incurred in the execution of the assignment (such as copying, couriers, travel, application fees, and compensation to witnesses and experts).

The Firm reserves the right to request advance payments at any time, both before and during an ongoing assignment. Advance payments are deducted from the final invoice when an assignment is completed.

Value-added tax (VAT) is added to fees and expenses.

7. Legal Expenses Insurance

Even if the Client is entitled to compensation from an insurance policy (such as legal expenses insurance) covering part of the Firm's fees, the Client remains liable for payment to the Firm according to issued invoices. Insurance policies typically have a deductible, a maximum compensation limit, and do not cover VAT.

8. Confidentiality

The Firm's lawyers and other staff are bound by professional secrecy under the Rules. The duty of confidentiality applies to information entrusted to the Firm's personnel within the framework of legal practice or that the Firm's personnel have gained knowledge of in connection with such practice. Exceptions to confidentiality apply if the Client consents, if disclosure is required by law, if necessary to defend against Client complaints, or if required to assert a legitimate claim for compensation concerning an assignment. An example of a legal obligation is the requirement to report VAT registration numbers for Clients registered in an EU country other than Sweden to the Swedish Tax Agency. By engaging the Firm, the Client consents to the Firm disclosing information it is legally required to provide.

9. Termination of Assignments

The Client has the right to terminate an assignment at any time by providing written notice to the Firm.

The Firm has the right to withdraw from an assignment when permitted under the Rules.

10. Liability Limitations

The Firm's liability per assignment is limited to SEK 25 million. If the Firm's total invoiced fee for an assignment is less than SEK 1 million, the Firm's liability is limited to SEK 5 million for the relevant assignment.

The Firm is not liable for the Client's liability for damages to third parties due to third parties' use of documents or advice from the Firm.

If the Firm discontinues the execution of an assignment or the relationship with the Client due to circumstances attributable to the Client or due to legal obligations or the Rules, the Firm is not liable for any damages this may cause.

The Firm's liability limitations under these General Conditions, or under a separate agreement with the Client, also apply to the Firm's employees and former employees.

11. Complaints, Deadlines, and Dispute Resolution

The Firm's business is based on ensuring that its Clients are satisfied with how services are performed and that the Firm's advice meets or exceeds the Clients' expectations. If a Client is dissatisfied or has a complaint about the Firm, the Firm should be notified as soon as possible.

If the Client wishes to make a claim against the Firm, it must be done in writing as soon as the circumstances giving rise to the claim become known. Claims must be made in writing no later than twelve months from the date the Client became aware of the circumstances and, in any case, no later than twelve months from the date the Firm issued its final invoice for the assignment.

Disputes regarding the Firm's services shall be finally settled by arbitration under the Arbitration Rules of the Stockholm Chamber of Commerce Arbitration Institute. The seat of arbitration shall be Stockholm, and the language of the proceedings shall be Swedish.

Notwithstanding the above, the Firm always has the right to bring legal action against the Client for overdue claims before the Stockholm District Court or take other measures, such as applying for a payment order.

The confidentiality rules contain exceptions for the Firm's collection of its own fee claims. The Client's failure to pay may therefore result in information that would otherwise be confidential becoming public.