

## GENERAL TERMS AND CONDITIONS – PRIVATE PERSONS

These terms and conditions apply to all services provided by Advokatbyrån Kaiding KB, company registration no. 994700-9438, (hereinafter the “Law Firm”) to its clients who are acting in the capacity of private persons, decedents’ estates or who otherwise do not constitute legal persons (hereinafter the “Client”). The terms and conditions may be amended by the Law Firm from time to time. The applicable version shall at all times be posted on our website, [www.kaiding.se](http://www.kaiding.se). As regards ongoing engagements, amendments shall apply only after the amended version has been posted on our website.

The Law Firm’s services are also subject to the Code of Professional Conduct for Members of the Swedish Bar Association (Sw: *Advokatsamfundet*).

### 1. Fees and costs

**1.1** The Law Firm normally applies an hourly rate which is individually established for each lawyer. All fee amounts are stated inclusive of value added tax.

**1.2** The Law Firm will assist in exploring the possibilities for the Client to obtain financing from public funds (“Legal Aid”) or insurance cover (“Legal Costs Insurance”).

**1.3** In the event the Client is entitled to Legal Aid or has access to Legal Costs Insurance, the hourly rate normally applied is the rate established by the Swedish Government and the Swedish Courts Administration (Sw: *Domstolsverket*). As a rule, in the event the Client is not entitled to Legal Aid or does not have access to Legal Costs Insurance, the Law Firm will request an advance. The amount of the advance depends on the circumstances in each individual case. The advance constitutes client funds.

**1.4** The Law Firm’s fees are at all times in compliance with the rules issued from time to time by the Swedish Bar Association. Except where otherwise provided in an agreement between the Law Firm and the Client, the Law Firm’s fees are established on the basis of a number of factors such as, for example, (i) the amount of time involved, (ii) the scale of, and experience required for, the engagement, (iii) the financial sums involved in the engagement, (iv) any risks assumed by the Law Firm, (v) time constraints and (vi) result achieved.

**1.5** In addition to the fees, disbursements for travel and other expenses may be charged. Normally, the Law Firm will pay limited expenses on behalf of the Client and charge them to the Client in arrears, but the Law Firm may request an advance or forward the relevant invoice to the Client for payment.

**1.6** The Client may at any time discontinue the collaboration with the Law Firm by requesting that the Law Firm withdraw from the engagement. The Client must, however, pay for the services performed by the Law Firm and the costs and disbursements incurred by the Law Firm prior to the termination of the engagement.

**1.7** The Law Firm shall be entitled to invoice its work on a regular basis or by means of a provisional invoice for work carried out during a certain period of time (on-account basis). In conjunction with on-account invoicing, the final invoice for the engagement shall state the total fee less amounts paid on an on-account basis.

**1.8** The failure to make payment of an advance, partial invoice or on-account invoice may result in the Law Firm withdrawing from the engagement.

### 2. Identification and personal data

**2.1** According to law, the Law Firm must, in respect of certain engagements, verify the identity and ownership relationships of our clients and obtain an understanding of the nature and purpose of the matter before the engagement commences. Accordingly, the Law Firm may request, among other things, identification documents relating to the Client and other persons who are involved

in the engagement on behalf of the Client and, in respect of a decedent’s estate, the natural persons who are beneficiaries, as well as information and documentation evincing the source of funds and other assets. The Law Firm is also obliged to verify the information provided to the Law Firm and, for this purpose, the Law Firm may obtain information from external sources. All information and documentation obtained by the Law Firm in conjunction with such verifications will be retained by the Law Firm.

**2.2** According to law, the Law Firm is obliged to report suspected money laundering or financing of terrorism to the Swedish Financial Supervisory Authority. The Law Firm is also prohibited by law from notifying the Client regarding such suspicions or that a report has been made or will be made to the Swedish Financial Supervisory Authority. In those cases in which there is a suspicion of money laundering or financing of terrorism, the Law Firm is obliged to decline or withdraw from the engagement.

**2.3** The Law Firm may not be held liable for losses incurred by the Client as a consequence of the fact that the Law Firm has complied with the obligations understood by the Law Firm to be present in accordance with sections 2.1 and 2.2.

**2.4** The Law Firm is the data controller in respect of personal data provided in conjunction with engagements and enquiries or which are otherwise processed when the engagement is prepared or administered. The Law Firm has a legal duty to verify the identity and ownership of the client and to obtain information regarding the matter. Accordingly, the Law Firm may also obtain additional personal data from private or public registers. The Law Firm processes the data, for example, to carry out obligatory conflict of interest and, where applicable, money laundering checks, to perform and administer the engagement, and for invoicing and accounting purposes. Additional information regarding the Law Firm’s processing of personal data is available in the Law Firm’s Data Protection Policy which may be found on the website.

### 3. Advice

**3.1** The Law Firm’s advice is tailored to the circumstances in each individual case, the facts presented to the Law Firm and the instructions provided to the Law Firm by the Client. The Law Firm’s advice, services and products are formulated exclusively on the basis of the circumstances, facts and instructions presented to the Law Firm in each individual case. The Law Firm shall be entitled to act on the assumption that such circumstances, facts and instructions are complete and correct. Accordingly, the Client shall not be entitled to rely on such advice for other engagements or use such advice for purposes other than those for which it was provided. Unless otherwise agreed with the Law Firm, its advice in respect of specific engagements does not include possible tax consequences.

**3.2** The advice provided by the Law Firm to the Client in an engagement is based upon the state of the law "(Sw: rättsläget)" at the time it is provided. Unless otherwise agreed between the parties, the Law Firm does not undertake to update the advice provided by the Law Firm taking into account subsequent changes to the state of the law "(Sw: rättsläget)".

**3.3** The Law Firm does not provide advice regarding, or based on, the state of the law "(Sw: rättsläget)" in any jurisdiction other than Sweden unless the Law Firm's lawyer is also qualified within another jurisdiction and the Law Firm has consented to provide the advice regarding the state of the law "(Sw: rättsläget)" in such jurisdiction. Based upon the Law Firm's general experience of other jurisdictions, general perceptions regarding the state of the law "(Sw: rättsläget)" in other countries may be expressed. In such cases, the Law Firm is merely sharing its experience, and the Law Firm's advice in such cases does not constitute advice on which the Client may rely. Such advice must instead be obtained from lawyers who operate in such other jurisdiction. To the extent possible, however, the Law Firm will assist the Client in establishing contact with such lawyers.

#### **4. Limitation of liability**

**4.1** The agreement with the Client is entered into exclusively with the Law Firm and not with any other legal or natural person affiliated with, or linked to, the Law Firm (notwithstanding that the individual engagement is to be performed by such specific persons). Thus, no person other than the Law Firm is responsible for the services provided unless otherwise required by compulsory law.

**4.2** The Law Firm's liability for pure economic loss incurred by the Client as a consequence of errors or omissions on the part of the Law Firm in the performance of the engagement shall be limited to an amount equal to twenty-five times the fee for the engagement or SEK ten million, whichever is greater.

**4.3** The Law Firm assumes no liability to third parties due to the use by the Client of documents or other advice provided by the Law Firm. In the absence of a separate agreement thereon, the Law Firm assumes no liability for ensuring that established timetables are maintained or that any part of the work performed on behalf of the Client is not completed within the proposed time frame or that the Law Firm does not have the possibility to commence or continue the work due to circumstances beyond the Law Firm's control.

**4.4** The Law Firm does not provide advice regarding potential tax consequences, and the Client is therefore encouraged to contact, for example, an accountant in order to obtain clarity with respect to such consequences.

**4.5** Notwithstanding other provisions in this section (section 5), the Law Firm is at all times liable to the Client for losses caused by intent or gross negligence.

**4.6** The Law Firm carries appropriate liability insurance for its practice.

**4.7** The Law Firm's liability shall be reduced by the amount obtained by the Client from insurance cover procured by the Client or otherwise available to the Client or in accordance with an agreement or a hold-harmless undertaking entered into by the Client or which covers the Client.

**4.8** Other professionals and advisors shall be deemed to be independent of the Law Firm irrespective of whether the Law Firm has retained them or the Client has directly contracted with them. Accordingly, the Law Firm shall not be liable for other professionals and advisors or for the selection thereof or the advice and other services provided by them.

#### **5. Communications**

**5.1** The Law Firm communicates with its clients and other parties involved in an engagement in several different ways such as via the Internet and by e-mail. While these are efficient means of communication, they entail possible risks for which the Law Firm assumes no liability. In the event the Client prefers not to communicate via the Internet or e-mail in respect of any engagement, the Client should notify the responsible lawyer.

**5.2** The Law Firm's spam and virus filters and other security systems may sometimes filter out or reject legitimate e-mail. Accordingly, the Client must follow-up on important e-mails and obtain a confirmation of receipt by telephone in the event a confirmation is not received by e-mail.

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

**6.1** Copyrights and other intellectual property rights to the work product generated by the Law Firm for its clients are the property of the Law Firm, but the Client shall be entitled to use such work product for the purposes for which it was provided. Documents and other work product generated by the Law Firm may not be publicly disseminated or used for marketing purposes unless otherwise specifically agreed upon between the Law Firm and the Client.

**6.2** The Law Firm shall protect, in a suitable manner and in accordance with good advocate conduct, the information provided by the Client to the Law Firm.

**6.3** In the event the Client allows the Law Firm to retain or cooperate with other advisors in the engagement, the Law Firm shall be entitled to provide materials and other information deemed relevant by the Law Firm in order for the advisor to be able to advise or perform services on behalf of the Client. The aforementioned shall apply in respect of materials and other information obtained by the Law Firm as a consequence of the checks and verifications performed by the Law Firm in accordance with section 2.

**6.4** In the event the Law Firm carries out an engagement on behalf of more than one client, the Law Firm shall be entitled to provide the other clients such materials and other information received by the Law Firm from one of the clients. In certain cases, furthermore, there may exist a duty to do so from the perspective of attorney ethics.

#### **7. Conflicts of interest**

The Law Firm may be prevented from representing a party where there is a conflict of interest in relation to another client. Accordingly, before the Law Firm accepts an engagement, the Law Firm performs checks as to whether there is a conflict of interest in accordance with applicable rules regarding good advocate conduct. Notwithstanding such checks, circumstances may arise as a consequence of which the Law Firm will be prevented from representing the Client in an ongoing or future engagement. In such an event, the Law Firm shall strive to treat our clients fairly taking into account applicable rules regarding good advocate conduct. In light of the aforementioned, it is accordingly important that the Client, prior to and during the engagement, provides the Law Firm with the information deemed by the Client to be relevant for the determination of whether an actual or potential conflict of interest exists.

#### **8. Applicable law and dispute resolution**

**8.1** These general terms and conditions and all inquiries concerning the Law Firm's engagements on behalf of the Client are regulated by Swedish law.

**8.2** In the event of a dispute arising as a consequence of the Law Firm's engagement, a mutual understanding shall

first be sought. A dispute arising as a consequence of the Law Firm's engagement shall thereafter be determined by the Swedish Bar Association's Consumer Disputes Committee where the grounds for the dispute arose after 11 January 2016.

**8.3** Disputes arising as a consequence of these general terms and conditions, the Law Firm's engagements, or our

services shall in other cases be resolved by courts of general jurisdiction.