



GENERAL TERMS AND CONDITIONS

Version 2018-1

These terms and conditions apply to all services that Skarp Stockholm Advokatbyrå AB or any of its subsidiary or similar (jointly "Skarp") provide to its clients in all jurisdictions. Regardless of what is stated, the Code of Conduct of the Swedish Bar Association applies for all of Skarp's services.

1. General

Skarp's goal is to provide high-quality legal advice to its clients. The advice shall be provided in a cost-effective manner without compromising on the quality of work.

Together with the engagement confirmation, this document constitutes and governs the terms under which Skarp accepts engagements and provides services.

2. The assignment and advice given etc.

The scope of the assignment is determined by what Skarp and the client agreed upon at the start of the assignment.

The first contact, to determine if Skarp can accept the assignment entails no obligation to the client. However, if the time spent on the initial contact has been beneficial to the client, Skarp will charge the client for the time spent.

In connection with the initiation of the assignment, the client will be informed of who the responsible lawyer is and which person at Skarp that will mainly perform the assignment. Skarp reserves the right to engage other lawyers at Skarp if necessary.

If the client requests, a written engagement letter will be provided.

Skarp's advice is adapted to the circumstances of the individual assignment and is based on / based on the facts presented to Skarp and the instructions that the client gives. Client cannot rely on advice provided for a different assignment or purpose other than for which it was given.

Unless otherwise specifically agreed in writing, Skarp's advice is based only on Swedish law.

Unless otherwise specifically agreed in writing, Skarp's advice does not include advice in relation to tax or any tax consequences.

The advice given by Skarp is based on the legal situation at the time they are given. Unless otherwise specifically agreed in writing, it is not part of the assignment to updating advice with regard to subsequent changes in the legal situation.

3. Fees and expenses

Unless otherwise specifically agreed in writing, Skarp's fees are determined on the basis of a number of factors such as (i) time, (ii) the complexity of the assignment, (iii) the values of the assignment (when evaluating not only economic values is taken into account), (iv) if the work has need to be performed on uncomfortable working hours or under special time pressure and (v) achieved results.

All fees are exclusive of VAT and other taxes. In cases where Skarp is liable to charge VAT or other similar taxes, it will be added to the invoice.

The client is always ultimately responsible for paying Skarp's fees and expenses. This applies even if the client has an

insurance that has agreed to cover client's costs been. The client is aware of and accepts that Skarp's fees may exceed any compensation the client may receive from its insurer.

4. Reporting of VAT registration number

Skarp is by law in certain cases obliged to provide information to the tax authorities about the client's VAT registration number and the value of the services provided to the client. By engaging Skarp, the client agrees that Skarp will provide such information to the tax authorities.

5. Invoicing

Skarp normally invoice on a monthly basis. Alternatively, Skarp invoices with longer intervals to reduce administration or if otherwise deemed appropriate.

Skarp reserves the right to request payment on account. When the final invoice is sent, payments on account will be deducted from the total amount due.

Skarp reserves the right to request advance payment before accepting an assignment or during the assignment. Skarp also reserves the right to request additional advance payments during the assignment if any advance payment is not deemed sufficient to ensure Skarp's right to payment. Received advances will be used to settle future invoices. The total amount of Skarp's fees and expenses can be both higher and lower than the amount of advances paid.

Skarp's invoices are due 15 days after the invoice date. In case of late payment, Skarp will charge interest in accordance with Section 6 of the Swedish Interest Act, calculated from the due date until payment is made.

By special written agreement, other terms and conditions may also apply.

6. Identifying clients etc.

For certain types of assignments, Skarp is obliged to check the client's identity and ownership, as well as to inform itself of the nature and purpose of the matter before the assignment is started. Skarp can therefore ask for inter alia identity documents for (i) natural persons who are clients and other client-related personnel involved in the assignment, (ii) legal entities involved in the assignment, and (iii) natural persons who have the ultimate control of legal entities involved in the assignment. Skarp may also request information and documentation showing where funds and other assets come from. Skarp is also required to verify the information, which includes retrieving information from external sources. Skarp will retain all information and documentation gathered in connection with this control.

Skarp is obliged to report suspicions about money laundering and terrorist financing to the Swedish Financial task force. Skarp is by law prevented from informing the client of such suspicions or whether notification has been made or has been made. In the event of suspicions as stated above, Skarp is obliged to refuse or withdraw the assignment.

7. Information about natural persons

Skarp is the data controller for the processing of personal data within our business operations.

Further information about Skarp's processing of personal data can be found at Skarp's website www.skarplaw.se/privacynotice

8. Limitation of liability

Skarp's liability for damage incurred to a client as a result of faults or negligence from Skarp in performance of the assignment is limited to direct damages and to a maximum amount corresponding to what Skarp may receive from its liability insurance.

Skarp is not responsible for third party's damage due to the client's use of documents or other advice from Skarp unless specifically agreed in writing.

Skarp has liability insurance suitable for the business.

9. Co-operation with other advisers etc.

The assignment sometimes involves Skarp, on behalf of the client, hires, instructs or collaborates with other advisors. These advisors are independent of Skarp and Skarp takes no responsibility for advice provided by such other advisors. This applies even if Skarp recommends that the client should hire the specific advisor.

The client is responsible for all fees and expenses charged by such advisors. This also applies if the adviser's invoice is sent to and paid by Skarp.

Assignments that includes the appointment and instruction of other advisers also includes the authority to accept a liability limitation on behalf of the client.

If the assignment involves hiring, instructing or collaborating with other advisors, Skarp may, without obtaining special consent, disclose information to the other advisor that the advisor needs in order to perform his or her assignment.

10. Intellectual property rights

Copyright and other intellectual property rights to the work generated by Skarp belong to Skarp. However, the client is entitled to use the results for the purposes for which it is provided

11. Marketing

The client acknowledges that Skarp - if and after a mission has become known to the public – informs of the assignment in marketing material and on Skarp's website. Such information may only contain information that has already come to the public's knowledge through someone else's care than Skarp's. Client's consent does not apply if Skarp has reason to assume that the client will be adversely affected if the information is provided.

12. Applicable law

Swedish law shall apply to these terms and to all assignments that Skarp has been engaged to perform in accordance with the terms and conditions. The same shall apply to all other matters that are derived from such assignment.

13. Dispute resolution

In the event that the client for some reason is not satisfied with Skarp's services or experiences that the services does not meet the client's expectations, the client shall promptly submit a complaint to the lawyer responsible with a copy to a partner at Skarp. Skarp will investigate the client's complaints and try to answer all questions that the client may have and, as far as possible, try to find a consensus solution.

Disputes between the parties in connection with the assignment that cannot be resolved by mutual agreement shall be settled in the general court with the Stockholm District Court as the first

instance. Client who is a consumer can always bring an action at the court in the place where the consumer is domiciled if the dispute can be it can be assumed that the case is being reviewed by a single legally qualified judge in accordance with chapter 1 section 3d of the Swedish code of judicial procedure.

Notwithstanding the provisions of the second paragraph, Skarp always has the right to bring an action for outstanding claims in court that has jurisdiction over the client or any of the client's assets.

14. Consumer specific information about complaints

The Swedish Bar Association has established a Consumer Disputes Committee that adjudicates disputes between a consumer and a member of the Swedish Bar Association or a law firm regarding a service which the member or law firm provided to the consumer.

Skarp is obligated to participate in the procedure and to follow the decision that the committee reaches.

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