



Advokatfirman Linton-Wahlgren

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## **LINTON-WAHLGREN LAW FIRM GENERAL TERMS & CONDITIONS**

**These general terms and conditions apply, together with the Swedish Bar Association's Code of Conduct, to all services provided by Linton-Wahlgren Law Firm AB (hereinafter referred to as the "Law Firm") unless otherwise agreed in writing. The Swedish version applies to clients domiciled in Sweden and the English version applies to clients domiciled outside Sweden.**

### **1 THE ASSIGNMENT**

- 1.1 The agreement on assignments is with the Law Firm and not with any physical person connected to the Law Firm. Assignments are carried out under the auspices of the Law Firm and its owners and employees, who are covered by these terms and conditions, have no personal liability unless otherwise provided by applicable mandatory Swedish law.
- 1.2 All aspects and parts of a case (e.g. getting a contract in place, an acquisition, or a dispute) constitute a single assignment. This applies even if, for example, the matter involves several physical and/or legal persons, several areas of law, several instructions, several actions, separate invoices or that the Law Firm represents several physical and/or legal persons.
- 1.3 The Law Firm may be prevented from carrying out assignments if there is a conflict of interest. The Law Firm verifies whether there is a conflict of interest in accordance with applicable rules on the Code of Conduct for Members of the Swedish Bar Association before accepting an assignment. It may happen that circumstances subsequently occur or emerge that prevent the Law Firm from continuing to act and that assignments must be withdrawn.

### **2 IDENTIFICATION OF CLIENTS**

- 2.1 By law, the Law Firm must, for certain engagements, carry out certain checks of our clients' identity and ownership and ensure that the Law Firm is informed of the nature and purpose of the case before the assignment commences. The Law Firm may therefore ask for, among other things, identity documents and other information regarding a company and physical and/or legal persons involved in the assignment. The Law Firm is obliged to retain all information and documentation obtained through these checks.
- 2.2 The Law Firm may be prevented from representing a client if there is a conflict of interest in relation to another client or if there are other circumstances that prevent the Law Firm from being able to fully safeguard the client's interests. Therefore, the Law Firm always conducts a check of whether there is a conflict of interest before the Law Firm undertakes an assignment.
- 2.3 The Law Firm is required by law to report suspicions of money laundering or terrorist financing to the Swedish Financial Intelligence Unit and prevents it from informing the client that such suspicions exist and that the report has been made or can be made. In cases where these types of suspicions exist,

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the Law Firm is also obliged to decline or withdraw from the assignment.

- 2.4 The Law Firm processes personal data from the client in order to be able to fulfil agreements entered into and to take action at the request of a potential client before an agreement is entered into/assignment is obtained. As a rule, the Law Firm also needs to process the personal data of the client's representatives and beneficial owners for the same purpose. The client has the right to access what personal data the Law Firm processes and to request that incorrect data be corrected. The law firm's website contains complete information about the Law Firm's processing of personal data.

### 3 PERSONAL DATA

- 3.1 The Law Firm is the data controller for personal data provided by or collected from clients or others. A description of how the Law Firm processes personal data can be found on the Law Firm's website [www.alwadvokat.se](http://www.alwadvokat.se).

### 4 ADVICE AND MANAGEMENT OF ASSIGNMENTS

- 4.1 The Law Firm's advice is adapted to the circumstances of the individual case, the facts presented to the Law Firm and the instructions given by the client. Advice can therefore not be used by anyone other than the client, nor for any other purpose or matter than for which it was provided. Advice and handling of assignments is based on Swedish law as it is when the advice is provided, or action is taken. Unless otherwise agreed in writing, it is not the responsibility of the Law Firm to update the advice provided by the Law Firm or to take other measures in the event of

subsequent changes in the legal position. The Law Firm may share our views on matters other than legal matters but cannot take any responsibility for potential consequences of this. The Law Firm's advice does not cover tax or possible tax consequences. The Law Firm's advice never constitutes, and should not be perceived as, a guarantee of a particular outcome.

- 4.2 By agreement, the Law Firm may assist in obtaining advice from other jurisdictions and from experts in other areas such as economics and technology. Unless otherwise agreed in writing, assignments to external parties shall be submitted directly by the client and these shall be deemed to be independent from the Law Firm. The Law Firm is not responsible for recommending them, the fees, and costs they invoice, or for the advice or information they provide, regardless of whether the advice was given to the Law Firm or directly to the client. In the event of cooperation with such an external party, the Law Firm is entitled to disclose information and documentation regarding the client and the assignment that it can be assumed that the client needs (including the information held as a result of controls in accordance with section 2 above).

- 4.3 The Law Firm communicates primarily electronically and by e-mail unless otherwise agreed in writing. The Law Firm is not responsible for any potential risks posed by this means of communication. In some cases, the security systems used by the Law Firm may reject e-mails and clients should therefore follow up important e-mails by phone.

- 4.4 For the Law Firm, every assignment is unique. The Law Firm always strives to adapt our solutions to the client's business. Clients of the Law Firm always have a lawyer as their contact person. He or she has the overall

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responsibility for our work for the client and, if necessary, appoints other lawyers or lawyers who are activated to best handle each assignment.

4.5 At the beginning of an engagement, the Law Firm normally agrees on the scope of the engagement and how the Law Firm organizes the work. The scope may thereafter be changed, increased, or decreased, and the Law Firm may adapt the Law Firm's efforts according to needs and the nature of the assignment.

4.6 The Law Firm's advice is based on the circumstances, facts, and legal situation at the time the advice is given. The Law Firm reserves the right to make future changes to the legal position that were not known at the time of the advice.

4.7 When an engagement has been completed, the Law Firm retains (or stores with a third party) all relevant documents and all relevant work products generated in the engagement, in paper form or electronically, for the period of time that the Law Firm deems appropriate for the particular type of assignment, but not less than as long as is required by the rules of the Swedish Bar Association.

## 5 FEES, COSTS AND LEGAL PROTECTION, ETC.

5.1 The Law Firm's fees must comply with the Swedish Bar Association's Code of Conduct. This means that, unless otherwise agreed in writing, the Law Firm's fees are determined on the basis of a number of factors such as time spent, scope and nature of the assignment, time pressure, difficulty and importance, skill, and results.

5.2 Upon request, the Law Firm may, at the beginning of an assignment, provide the client with an estimate of what the Law Firm's fee may amount to, based on the information the Law Firm has available to it at that time. Depending on the nature of the assignment, the Law Firm may also agree on a budget or other fee arrangement.

5.3 In addition to fees, reimbursement for travel and other expenses may be charged. The Law Firm is not obliged to make expenses on behalf of the client and has the right to receive an advance for expenses or forward an invoice for payment by the client.

5.4 Fees are exclusive of VAT. Fees and expenses may be subject to applicable VAT.

5.5 The Law Firm invoices monthly by paper invoice by post or e-mail addressed to the client. Invoices are due 15 days after the invoice date. In the event of overdue payment, interest on overdue payment will be charged in accordance with the law.

5.6 The Law Firm has the right to request an advance payment of fees before an assignment is accepted or work is commenced or continued. The advance payment is used to settle future invoices. The Law Firm's total remuneration may differ from the advance paid. The Law Firm may also issue an invoice for fees on account, in which case its payment will be deducted from the total fee according to the final invoice.

5.7 The law firm's right to compensation for fees and expenses as well as the fact that invoices are kept on an ongoing basis, etc., are not affected by any Swedish legal protection insurance or other insurance on the client's side. This means, among other things, that the Law Firm's right to compensation is not limited to a certain hourly rate, maximum

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amount or to the insurance company's decision on compensation.

5.8 In some cases, the client may be reimbursed for part of the costs of his or her legal representative through his or Swedish legal protection insurance. The terms and conditions may vary between different insurance companies and for different legal services. Upon request, the Law Firm will assist in the use of Swedish legal protection insurance.

5.9 If the assignment relates to a dispute, the losing party may be required to pay all or part of the winning party's legal costs (including legal fees). Regardless of whether the Law Firm's client is the winning or losing party, The Law Firm shall pay for the Law Firm's work and any expenses the Law Firm has incurred in connection with court proceedings or arbitration.

## **6 CONFIDENTIALITY AND DISCLOSURE OF INFORMATION**

6.1 All information that the Law Firm receives from or about the client or about the client's business and business affairs is treated by the Law Firm as confidential and protects in accordance with applicable Swedish Bar Association's rules on the Code of Conduct and data protection.

6.2 If, through the engagement, the Law Firm engages or collaborates with external consultants or experts, the Law Firm discloses such material and information that is necessary and relevant for them to be able to provide advice to or perform other services for the client. The same applies to such information that the Law Firm has received as a result of the checks carried out in accordance with section 2.1.

6.3 If the Law Firm performs a joint assignment for more than one client, the Law Firm is entitled to disclose to the other clients such material or information that one of the clients has provided to the Law Firm. In some cases, the Law Firm may also have an ethical obligation to do so.

6.4 In certain cases, the Law Firm is required by law to provide information to the tax authorities about the client's VAT number and the value of the services provided by the Law Firm.

## **7 DOCUMENT MANAGEMENT AND ARCHIVING**

7.1 During the time that an engagement is in progress, the Law Firm stores documents and working material produced by the Law Firm, the client or a third party electronically in a firm-wide system to facilitate access for the team working on the assignment.

7.2 When an engagement has been completed or otherwise terminated, the Law Firm archives all relevant documents and work products generated during the engagement, in paper or electronic form, for as long as the Law Firm deems appropriate, but never for a shorter period of time than is required by law or the rules of the Swedish Bar Association. However, the client cannot expect the Law Firm to store documents for longer than ten years.

7.3 Unless otherwise agreed, the Law Firm will hand over all original documents to the client when the assignment has been completed. If, at the client's request, the Law Firm is required to send valuable documents, it is at the client's risk. The Law Firm always keeps copies of relevant documents for its own archiving.

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## 8 THE LAW FIRM'S LIABILITY AND LIMITATIONS OF LIABILITY

- 8.1 The Law Firm is liable for the damage caused to our client as a result of negligence on the part of the Law Firm in the performance of our obligations to the client. The Law Firm's liability is limited to the higher of five times the total fee in the relevant assignment or SEK 10 million. The limitation also applies to multiple damages caused by one, or the same type of, act or omission.
- 8.2 Furthermore, the Law Firm's liability is limited to the actual damage suffered by the client, which means, among other things, that the liability shall be reduced by all amounts that the client may receive under insurance, contract, or indemnity if it is not incompatible with the terms thereof.
- 8.3 If another advisor's liability to a client is more limited than the Law Firm's liability, the Law Firm's liability to a client shall be reduced by the compensation the Law Firm could have been awarded from such advisor if the liability had not been limited.
- 8.4 The Law Firm is not responsible for the use of advice or documents in relation to third parties nor in relation to third parties for the use of documents or advice provided by the Law Firm.
- 8.5 External consultants and experts regarding other than legal advice, e.g. auditors, appraisers, surveyors, shall be considered to be independent of the Law Firm and this regardless of whether the Law Firm has engaged them or whether the client has contracted them directly and regardless of whether they report to the Law Firm or directly to the client. Such consultants and experts work on their own behalf and under their own responsibility in relation to the Law Firm's clients.
- 8.6 In international matters, the Law Firm works together with independent law firms around the world and mediates contacts with these other foreign lawyers, who handle matters within their respective jurisdictions. Thus, law firms are completely independent and work on their own behalf and under their own responsibility in relation to the firm's clients. Thus, the Law Firm is not responsible for the Law Firm's recommendations to them, for their work or for the fees and expenses they charge. However, as a service measure to the Law Firm's clients, the Law Firm sometimes participates in producing cost estimates and reviewing invoices relating to their work in the Law Firm's clients' cases.
- 8.7 If the Law Firm, together with a third party, is liable for the occurrence of a loss, the Law Firm's liability shall be limited to the amount that is reasonable with regard to the Law Firm's share of the liability for the damage. If the client has accepted a disclaimer or limitation of liability in relation to a third party, the Law Firm's liability shall be reduced by the amount that the Law Firm could have recovered 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 the amount to the Law Firm or not).
- 8.8 The Law Firm is not liable for any loss or damage that has arisen as a result of circumstances beyond the Law Firm's control that the Law Firm could not reasonably have anticipated at the time of accepting the assignment and the consequences of which the Law Firm could not reasonably have avoided or overcome.
- 8.9 The Law Firm cannot be held liable for any damage caused to the client directly or indirectly as a result of the Law Firm's compliance with the Law Firm's obligations under sections 2 and 6.4.

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- 8.10 The Law Firm is not liable for any damage caused by the Law Firm's compliance with law or other rules that apply to its operations.
- 8.11 The limitation of liability in this section also applies to each of the persons who have worked on behalf of the Law Firm.
- 8.12 If the Law Firm or its insurance company pays compensation, the client shall transfer, to the Law Firm or its insurer, the right of recourse by assignment or subrogation.
- 8.13 Liability in addition to, and other sanctions than damages in accordance with, this section is excluded, unless otherwise provided by applicable Swedish mandatory law.
- 8.14 The Law Firm is not liable to the client for the completeness or correctness of the information provided by the client or others to the Law Firm in connection with the performance of the assignment, nor for any loss or damage incurred as a result of misleading, incorrect information or omissions by anyone other than the Law Firm's own staff.
- 8.15 The Law Firm's work is adapted to the circumstances of the individual assignment and to the facts and instructions presented by the client to the Law Firm. The Law Firm is therefore not liable for any damage that arises as a result of the client's use of or reliance on the Law Firm's work products or our advice in other contexts or for purposes other than those for which they were intended. The same applies to subsequent changes in the legal position, where the Law Firm cannot take responsibility for the sustainability and accuracy of the advice other than for the time when it is submitted.
- 8.16 The Law Firm provides advice only on legal issues. To the extent that the Law Firm expresses opinions or considerations on matters other than legal, such as those of a commercial, operational, or financial nature, this is done solely on the basis of the Law Firm's overall experience. It is not legal advice, and the Law Firm does not take responsibility for the consequences that may follow therefrom.
- 8.17 If, at our client's request, the Law Firm allows a third party to rely on or use the Law Firm's work products and our advice, this shall not increase or otherwise affect our liability. There is no client relationship between the Law Firm and the third party. The Law Firm shall only be liable to such third parties to the extent that the Law Firm is liable to our client. Any amount that the Law Firm may owe as a result of this liability shall correspondingly reduce the Law Firm's liability to the client and vice versa.
- 8.18 The Law Firm is not responsible for the fact that the client, as a consequence of the services provided by the Law Firm, is charged or risks being charged tax.
- 8.19 The limitation of liability in accordance with these general terms and conditions or a separate agreement with a client applies to the Law Firm as well as to partners or former partners in the Law Firm and to persons who work for, have worked for, are engaged by or have been engaged by the Law Firm.
- 8.20 The Law Firm has a professional indemnity insurance that is adapted to our business, including our liability in accordance with section 8.1.

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## 9 PROCEDURE FOR COMPLAINTS AND CLAIMS AGAINST THE LAW FIRM

- 9.1 Claims against the Law Firm shall be made in writing as soon as the client (including its employees and representatives) has become aware of the circumstances on which the claim is based. In order to be enforceable, a claim must not be made later than twelve months after the later of (i) the date on which the last invoice was issued for the assignment to which the claim relates and (ii) the date on which the client (including its employees and representatives) received, or with reasonable enquiries should have known, of the circumstances on which the claim is based.
- 9.2 If the client's claim against the Law Firm is based on a claim by a public authority or other third party against the client, the Law Firm shall be entitled to meet, settle and settle the claim on behalf of the client, provided that the Law Firm – taking into account the limitations of liability set out in these general terms and conditions – indemnifies the client. If the client responds, settles, or otherwise takes any action regarding such a claim without the Law Firm's consent, the Law Firm shall have no liability for the claim.
- 9.3 If the client is compensated by the Law Firm or the Law Firm's Insurer for any claim against the Law Firm, the client shall, as a condition for the payment, transfer the right of recourse against a third party to the Law Firm or our insurer.

## 10 TERMINATION AND RESIGNATION

- 10.1 The client may, at any time, terminate the cooperation with the Law Firm by terminating the assignment in writing. The law and the

Swedish Bar Association's Code of Conduct stipulate the circumstances under which the Law Firm is entitled or obliged to withdraw from an assignment. This could, for example, apply to unsatisfactory client identification, conflict of interest, non-payment, lack of instructions or that the trust between the Law Firm and the client no longer exists. Regardless of whether the client terminates the assignment, or the Law Firm withdraws from it, the client must pay for the work performed and for the costs incurred by the Law Firm up to the date of termination of the assignment.

## 11 CHANGES AND LANGUAGE VERSIONS

- 11.1 The Law Firm may amend these general terms and conditions. The current version is always available on the Law Firm's website [www.alwadvokat.se](http://www.alwadvokat.se). Changes to the terms and conditions only apply to engagements that commence after an amended version has been published on the Law Firm's website.
- 11.2 These terms and conditions have been produced in a Swedish and an English language version. The Swedish version applies in relation to clients domiciled in Sweden. For other clients, the English language version applies.

## 12 OTHER

- 12.1 Copyright and other intellectual property rights to the work products generated by the Law Firm belong to the Law Firm, but clients have the right to use the results for the purposes for which they are provided. Unless otherwise agreed in writing, documents and other work products generated by the Law Firm may not be widely disseminated or used for marketing purposes.

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- 12.2 It is the client's responsibility to inform the Law Firm in writing if information provided to the Law Firm constitutes inside information.
- 12.3 For certain services, the Law Firm may engage external parties, such as IT and accounting services.
- 13 GOVERNING LAW AND DISPUTE RESOLUTION**
- 13.1 All matters relating to the Law Firm's services and assignments, or these general terms and conditions are governed by and construed in accordance with Swedish substantive law.
- 13.2 Disputes arising out of or in connection with the Law Firm's services and assignments shall in the first instance be referred to mediation in accordance with the Mediation Rules of the Arbitration Institute of the Stockholm Chamber of Commerce ("SCC"), unless one of the parties opposes this when a dispute has arisen.
- 13.3 If any party opposes mediation or if the mediation is discontinued, any dispute arising out of or in connection with the Law Firm's services and assignments shall be finally settled by arbitration administered by the SCC.
- 13.4 The Rules for Expedited Arbitrations shall apply unless the SCC, taking into account the complexity of the case, the value of the dispute and other circumstances, determines that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the arbitral tribunal shall consist of one or three arbitrators. The seat of arbitration shall be Lund, Sweden. The language of the proceedings must be Swedish. For further information, see [www.sccinstitute.se](http://www.sccinstitute.se).
- 13.5 Clients who are consumers (a physical person who acts for purposes outside their own business and professional activities) may, under certain conditions, turn to the Swedish Bar Association's Consumer Disputes Board to have disputes about the services performed by a lawyer or the Law Firm tried. However, the consumer must first have tried to reach a solution in agreement with the lawyer or the Law Firm in question. For further information, see [www.advokatsamfundet.se/konsumentvistnamnden](http://www.advokatsamfundet.se/konsumentvistnamnden).
- 13.6 Notwithstanding sections 13.2 and 13.3, the Law Firm always has the right to bring an action regarding overdue claims in a general court or to apply for an order for payment from the Swedish Enforcement Authority.

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