

# L&L ADVOKATBYRÅ

## General terms and conditions (2019)

*These general terms and conditions apply to all services provided to clients by L&L Advokatbyrå AB (below "L&L"). In addition to these general terms and conditions, the regulations of the Swedish Bar Association in force at the time, including the Code of Conduct, apply to our services.*

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### 1. Applicability

- 1.1 By entering into agreement with L&L, you are considered to have agreed to these general terms and conditions.
- 1.2 Deviations from the general terms and conditions shall, to become effective, be agreed upon in writing.
- 1.3 If you have received an engagement letter or other written confirmation of the terms for the assignment, the terms of the confirmation will prevail over these general terms and conditions, should the two documents be incompatible in any aspect.

### 2. Fees and disbursements

- 2.1 Our fees for work rendered always accord with rules of the Swedish Bar Association. We offer fixed prices and other fee arrangements which we agree with you prior to start working. Unless we agree otherwise, our fees are determined based on a number of factors including the time spent, the complexity and value of the engagement, the skill and experience that the engagement has required, risks assumed (if any), time constraints and the results achieved.
- 2.2 Upon request, we provide an estimate of our fee for a certain engagement. Such estimate is always based on the information available to us at the time of the estimate and is not an offer for a fixed price.
- 2.3 In addition to our fees, disbursements for travel, courier, authority and database charges as well as other reasonable expenditures may be charged. We normally pay limited expenses on behalf of our clients and charge them in arrears. In case of more substantial expenses (i.e., for foreign lawyers or other external consultants engaged on your behalf), we may ask for an advance to cover expenses or forward the relevant invoice to you for payment.
- 2.4 All fees quoted in engagement letters and elsewhere are exclusive of value added tax, which will be charged at the statutory rate when relevant.
- 2.5 In some cases we are legally obliged to provide information regarding the value of the services we have provided to you and your VAT registration number to the tax authorities. By engaging us, you agree to such disclosure to the tax authorities.
- 2.6 Our hourly fees are adjusted on 1 January of each year. You will be charged at the rate applicable when the legal services were provided.

### 3. Retainer

In certain cases, we will request a retainer before we commence work. That may be the case for example with new clients. The retainer will be used to settle future invoices. Our total fee for the engagement may be higher or lower than the retainer.

### 4. Invoicing and payment

- 4.1 Our normal practice is to invoice on a monthly basis for work carried out during the preceding month
- 4.2 All invoicing is made in Swedish kronor. Payment shall, unless otherwise agreed upon, be made at the latest 30 days from the invoice date. Possible objections regarding the invoice are to be made at the earliest possible date.
- 4.3 In the case of non-payment, interest on the balance owing will be charged according to the Swedish Interest Act from the due date until receipt of payment. In the event of non-payment, we also reserve the right to cease working on the engagement concerned and other engagements that we may have for you.
- 4.4 Should you apply specific routines or billing systems that causes us extra work, we may charge you for that work.

### 5. Conflict of interest

We are prevented from representing a party if there is a conflict of interest in relation to another client of ours. Based on the information that we have received from you, we will therefore examine any actual and potential conflicts of interest and assess whether we are able to act on your behalf before we accept an assignment. Regardless of these controls, circumstances may occur that preclude us from representing you in pending or future matters. If such a situation would arise, we always strive for a fair treatment of our clients, taking into account the Code of Conduct of the Swedish Bar Association. Given the aforesaid, it is important that you provide us with any information, at the outset or during the course of our representation, which you believe may be pertinent to any actual or potential conflict of interest in connection with our representation.

### 6. Client identification and rules on money laundering

- 6.1 In certain engagements, we are under a statutory duty to verify the identity and ownership structure of our clients and to gather information on the

nature or purpose of our assignment before work is begun. In certain cases, we are also obligated to verify the origin of funds and other assets. We are also obligated to have administrative routines in order to fulfill the legal requirements. Therefore, we may ask you to provide us with information including 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 ultimate control over them (the beneficial owners), as well as information and documentation showing the origin of funds and other assets. We are obliged to retain all information that we have obtained in conjunction with these checks.

- 6.2** We are also legally obliged to report suspicions of money laundering or financing of terrorism to the authorities and to decline or withdraw from engagements where such suspicions exist. At the same time, we are not permitted to inform clients and potential clients that suspicions exist or that a report has been made or is being contemplated.

## **7. Processing of personal data**

L&L is the controller of personal data (Sw. *personuppgiftsansvarig*) that we receive or gather in conjunction with engagements or that is otherwise registered when preparing for or administering an engagement. All processing of personal data takes place in accordance with the applicable data protection legislation and L&L's policy on integrity. If you want more information on our data processing, we refer to our policy on integrity at [www.landl.se](http://www.landl.se).

## **8. Our services**

- 8.1** We are obligated to follow the Code of Conduct of the Swedish Bar Association in force at the time.
- 8.2** All engagements are provided to L&L and consequently in no case to an individual person employed at the law firm. This applies even if there is an explicit or unspoken desire that the engagement is to be performed by one or several specific persons.
- 8.3** All parts of a dispute, a business transaction or another type of question constitute an engagement. This applies even if the questions involve different legal entities, includes several instructions (given on the same or on different occasions), addresses several fields of law, is dealt with by different lawyers within the law firm, and even if separate invoices are issued.
- 8.4** For each client there is a partner with an overall responsibility for the professional relationship and the work that we perform on the client's behalf. In addition, for every engagement, there is a partner responsible. That partner could be the client responsible or another partner with relevant competence. The engagement responsible partner has the overall responsibility for our services in the

engagement and chooses the lawyers and other staff which he or she deems suitable to handle the engagement or parts of it in an appropriate way.

- 8.5** Our services and advice are based on Swedish law. Consequently, we do not make any assessments or statements regarding what might apply to a certain question or circumstance according to foreign law. This might be of importance particularly regarding foreign subsidiary companies. We are happy to assist with obtaining advice from foreign lawyers or other kinds of advisers and we administer necessary contacts with them within the frame of the engagement.
- 8.6** We do not provide financial, accounting or tax advice or advice regarding the suitability of carrying out a certain transaction or investment.
- 8.7** Our advice is tailored to the circumstances in the particular matter, the facts presented to us and the instructions you have given. Accordingly, you may not use a specific piece of advice or work result in another context or for another purpose than for which it was given or rely on the advice in any other matter. Our advice never implies a guarantee for a specific result or outcome.
- 8.8** We assume that the contact persons directed by you are authorized to provide the instructions we receive during the duration of the engagement, even if a written authorization or other documentation that shows authority has not been provided.
- 8.9** You may at any time and without providing a reason terminate the collaboration with us by requesting that we withdraw from the engagement. In that case you only have to pay for the services we have performed and the expenses we have had up to the point when we received the request that the engagement is to be terminated.
- 8.10** Applicable law and the Code of Conduct of the Swedish Bar Association state under which conditions we have the right to or are obliged to decline or withdraw from an engagement. This may be the case in the event of, for example, suspicions of money laundering, inadequate instructions or non-payment. If we chose to or are forced to withdraw from the engagement, you must pay our fees for services provided and expenses incurred prior to the date of termination.
- 8.11** Unless otherwise agreed upon all possible original documents such as agreements or company acts will be sent to you at the conclusion or termination in another way of an engagement. We do, however, keep a copy of the documents for our records.
- ## **9. Confidentiality and disclosure**
- 9.1** As members of the Swedish Bar Association we are covered by the confidentiality stipulated by law and in the regulations of the Bar Association. We will not disclose non-public circumstances to outsiders

unless it is needed as a means to perform the engagement, or if you have agreed to it. We are however, regardless of confidentiality, according to applicable law required to disclose information among other things in connection with the investigation of certain crimes.

**9.2** If you have not informed us otherwise, we have, when an engagement has been finished or has become publicly known, the right to inform about our participation in the engagement on our website, to clients or in professional literature. In addition to the information about our participation, such information may only contain information regarding the engagement that is already in the public domain or which you have otherwise agreed to release.

**9.3** If we within the frame of an engagement engage or collaborate with other advisers or professionals we have, unless you have informed us otherwise, the right to communicate to them such material and such information which we consider relevant in order for the adviser or professional to be able to give advice or provide services to you. We always have the right to disclose to advisers and professionals material and information we have obtained as a result of the checks and verifications we have carried out according to clause 5.

## **10. Intellectual property rights**

Provided that you have paid our fees and expenses, we grant the use of an eternal non-exclusive right to use work products protected by copyright and other intellectual property rights. Unless agreed upon particularly, no document or other work product which has been generated by us can be generally circulated or be used by you for marketing purposes. You may also not use the work product for other means than for which it has been produced.

## **11. Liability and limitations**

**11.1** Our liability for damages, loss or costs caused by fault, negligence or breach of contract on our part is limited to twenty-five (25) million kronor. If our fee for the engagement is less than 500,000 kronor, our liability shall be limited to the higher amount of three (3) million kronor and the insurance protection of the Swedish Bar Association's compulsory professional indemnity insurance. We are not under any circumstances liable for any loss of production, loss of profit or other indirect or consequential damage or loss. We do not accept no liability to pay penalties or liquidated damages.

**11.2** The limitation of our liability does not apply in cases of gross negligence on our part.

**11.3** We are in no case liable for any other adviser or third party who has been engaged within the frame of the engagement. This applies irrespective of whether we engaged them or if you contracted them directly, and regardless of whether they report to us or to you.

**11.4** Our liability is limited to the loss or damage you incur. It is incumbent on you to, as far as possible, limit your loss through all means available, including making use of possible indemnity, insurance or similar and directing claims towards or disputing claims from a third party. Our liability will be reduced by all sums that may be obtained under any insurance maintained by or for you or under any contract or indemnity to which you are a party or a beneficiary, unless it is contrary to your agreement with the insurance provider or third party, or your rights against the insurance provider or third party are thereby prejudiced.

**11.5** The work product from an engagement as well as our advice is produced only for you and for the stated purposes. We therefore do not accept any liability regarding usage for other purposes, and we do not accept any liability for any third party that takes advantage of, trusts in or uses the services and/or the delivered result.

**11.6** If we terminate the performance of an engagement or our relation to you due to circumstances attributable to you, or on account of our obligations according to law or the code of conduct, we are not liable for the damages that may arise in connection herewith.

**11.7** The limitations on liability for damages according to these general terms and conditions applies to the benefit of both L&L and any partner or former partner of the firm and any lawyer or other employee of L&L.

## **12. Complaints and claims**

**12.1** If you are dissatisfied with our services and want to make a complaint, it should be made to the engagement responsible partner. You can also always contact the client responsible partner if that is another person.

**12.2** Claims shall be submitted to us as soon as you have become aware of the circumstances that form the basis of the claim. Claims may be submitted no later than twelve months after the later of (i) the date of our last invoice regarding the engagement which the claim is attributable to and (ii) the date when the circumstances that form the basis of the claim became known to you or ought to have become known if you had performed reasonable investigations.

**12.3** For our business we have adapted insurances in addition to the Swedish Bar Association's compulsory professional indemnity insurance.

## **13. Amendments**

These general terms and conditions may be amended by us from time to time. The latest version is always available on our website, [www.landl.se](http://www.landl.se). Amendments will become effective only in relation to engagements initiated after the amended version

has been posted on our website. A copy of the latest version of these terms and conditions will be sent to you on request.

#### **14. Governing Law and Dispute Resolution**

- 14.1** These general terms and conditions and any matter on which we have advised you are governed by Swedish substantive law.
- 14.2** Any dispute, controversy or claim that may arise in connection with these general terms and conditions, our confirmation of engagement (if applicable), our engagement or our services to you 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 Swedish.
- 14.3** Notwithstanding clause 14.2 above, we have the right to commence proceedings for the payment of any sum due to us in any court with jurisdiction over you or your assets.
- 14.4** Under certain conditions, clients who are consumers may turn to the Swedish Bar Association's Consumer Disputes Board (Sw. konsumenttvistnämnden) to have fee disputes and other financial claims against us tried. Visit [www.advokatsamfundet.se/konsumenttvistnamnden](http://www.advokatsamfundet.se/konsumenttvistnamnden) for more information.
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