



## GENERAL TERMS AND CONDITIONS (AG 2018:1)

### 1 SCOPE

These General Terms and Conditions apply when AG Advokat KB (“the Firm”) and you enter into an agreement under which the Firm will provide services to you (“the Engagement”).

The Code of Conduct of the Swedish Bar Association applies in addition to these General Terms and Conditions.

### 2 CONFIDENTIALITY AND INFORMATION

The Firm, its partners and its employees are subject to a duty of confidentiality under the provisions of the Swedish Code of Judicial Procedure and the Code of Conduct of the Swedish Bar Association. The Firm will not disclose to any third party information that is not public, except in performance of the Engagement or following your consent.

In certain engagements the Firm is under a statutory duty to obtain and store evidence and certain documentation on the identity of its clients. We may therefore ask you to provide proof of identity and other documents about yourself or your company or about another person involved in the Engagement.

Its duty of confidentiality notwithstanding, the Firm is under a statutory duty to disclose information in connection with the investigation of certain crimes, and to provide VAT registration numbers to the tax authorities.

The regulations governing a lawyer’s duty of confidentiality include exceptions for

lawyers’ collection of their own fees. Non-payment may therefore cause information that would otherwise be confidential to be made public.

If you write to us by e-mail or otherwise provide us with your e-mail addresses, we assume that further correspondence with you can take place by e-mail, and you understand and accept that such communication involves certain risks from a confidentiality viewpoint. You must notify us if you do not accept this.

Personal data is processed in accordance with the General Data Protection Regulation and other applicable legislations.

### 3 EXTERNAL ADVISERS

We will engage external advisers (e.g. legal, financial or technical consultants or other experts) for the Engagement only if you instruct us to do so. They will be engaged on your behalf, and unless otherwise agreed, we accept no liability for recommendations or choice of such advisers, for the advice or services they provide, or for the fees and/or expenses they charge.

This applies whether the adviser reports to us or direct to you. Unless you specifically notify us otherwise, we are entitled to accept limitations of liability for the adviser’s engagement.

### 4 FEES AND EXPENSES

Our fees are charged in accordance with the Bar Association Code of Conduct. This



means that fees are normally set to take account of several factors, such as time expended, degree of difficulty, required expert knowledge and experience, resources deployed, value of the engagement, the Firm's risk exposure, urgency and outcome achieved.

We also charge for our disbursements, such as charges, cost of couriers, travel and accommodation expenses and, if amounts of any significance are involved, copying, fax and telephone expenses.

## **5 INVOICING**

As a rule, we invoice at the end of each calendar month, except where only minor fees and/or expenses have accrued. An invoice may be a sub-invoice (setting out the final fee and expenses for work done during a given period or for specific work), an invoice on account (for part of the total fee and expenses without relating to any specific work done), or a final invoice. If you have been invoiced on account, the final invoice will specify the total fee and total expenses for the Engagement, less amounts invoiced on account.

If we have specifically agreed with you, or where one or more previous invoices have not been paid by the due date, we are entitled to request an advance payment of fees and expenses in a reasonable amount. The advance payment will then be offset against future invoices.

Our invoices are payable 30 days from the date of the invoice. However, if one or more previous invoices have not been paid by the due date, we are entitled to change the payment terms to a minimum of 10 days from the date of the invoice. However, if the invoice is not paid on time, we will charge interest on arrears at the rate applying under the Swedish Interest Act.

If the Engagement has involved acting for you in court proceedings or arbitration, the losing party may have been ordered to pay all or part of the winning party's litigation costs. However, any such order does not affect your obligation to pay our fees and expenses.

If our fees and expenses exceed the sum available under legal expenses insurance, you will be obliged to pay the excess amount.

## **6 COPYRIGHT**

The Firm holds the copyright and other intellectual property rights to the work results we create in a given matter. You are naturally entitled to use the results for the purpose(s) for which they have been produced.

## **7 LIABILITY**

Any claims you have against us for compensation due to the Engagement must be made no later than one year after (a) the date of our last invoice for the Engagement or (b) the date when the circumstances on which the claim for compensation is founded became known to you or could have become known to you if you had made reasonable investigations, whichever is the later. If your claims for compensation are not made in the manner here prescribed, you will forfeit your right to compensation. The Firm's liability for damages in performing the Engagement is limited to SEK 100 million.

## **8 CANCELLATION OF THE ENGAGEMENT**

You may at any time end the Engagement by asking us to resign from it, and you need not give any reason.



The Firm's right or obligation to decline or resign from an engagement is governed by law and the Bar Association Code of Conduct. This situation may arise, for example, where there is a conflict of interests, non-payment, a lack of instructions or a lack of confidence between us. If the Firm discontinues performance of an engagement or its relationship with you due to circumstances for which you are responsible or due to our obligation under the law or the Bar Association Code of Conduct, we accept no liability for any harm or damage this may cause.

If we resign from the Engagement for whatever reason, you must nonetheless pay our fees and expenses incurred before that time and incurred in conjunction with discontinuation of the Engagement.

## **9 CONFLICT OF INTEREST**

We are generally prohibited from accepting an engagement if there is a conflict of interest between you and any of our other clients. Although we check for conflicts of interest prior to accepting an engagement, subsequent events may prohibit us from representing you in the engagement. In such cases we are obligated to, while applying the Swedish Bar Association's Code of Conduct and taking into account the interests of all clients in question, ensure that the conflict of interest ceases.

In order to, to the extent possible, avoid this it is important that you, when the Engagement is initiated as well as continuously thereafter, keep us informed as to circumstances that bring about or may bring about conflicts of interest.

## **10 APPLICABLE LAW AND DISPUTE RESOLUTION**

Swedish law governs the Engagement. The April 11, 1980 United Nations Convention on

Contracts for the International Sale of Goods (CISG) shall, however, not apply.

If you are a consumer, disputes due to the Engagement shall be resolved by a Swedish general court (Sw. allmän domstol).

If you are a consumer, a dispute due to the Engagement shall be tried by the Swedish general courts. You are also able to turn to Konsumenttvistnämnden (the Consumer Disputes Committee): <https://www.advokatsamfundet.se/konsumenttvistnamnden/about-the-committee/>.

Otherwise, disputes due to the Engagement shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The seat of the arbitration shall be Stockholm, the language of the arbitration be Swedish, and any information that emerges during it as well as any decisions or arbitral awards issued in it be confidential.