

# GENERAL TERMS AND CONDITIONS FOR FLOOD HERSLOW HOLME LAW FIRM

## 1 APPLICATION AND INTERPRETATION

- 1.1 These general terms and conditions apply to all services provided to clients by Flood Herslow Holme Advokatbyrå AB ("FHH") and lawyers, associates and other employees working for FHH.
- 1.2 Regardless of what is stated in in Clause 13.1, any variation of these General Terms must be agreed in writing prior to application.
- 1.3 FHH is required to observe the code of conduct established by the Swedish Bar Association. These General Terms are applicable only to the extent that they do not conflict with the code of conduct established by the Swedish Bar Association, mandatory law or contract.
- 1.4 All aspects of an assignment shall be considered to be one single assignment, regardless of whether it involves several legal or individual entities, legal fields or if separate invoices shall be issued.

## 2 CLIENT IDENTIFICATION AND REGULATION REGARDING MONEY LAUNDERING ETC.

- 2.1 According to mandatory legislation, FHH will at times be required to verify the identity of the client(s) and any company ownership structure as well as to seek information about the nature and objectives of the matter and the client's relationship with FHH before an assignment can be accepted.
- 2.2 FHH is required, by law, to report any suspicion of money laundering or terrorist financing to the Swedish Financial Intelligence Unit (*Finanspolisen*). There is also a full prohibition on disclosure, which means that FHH is not entitled to notify the client of the existence of any suspicion or that reporting has taken, or will take, place. In the event of any suspicion, FHH is obligated to decline, or withdraw from, the assignment.
- 2.3 FHH cannot be held liable for any loss or damage which is directly or indirectly caused to a client arising out of FHH's actions pursuant to a statutory obligation to disclose any suspicion of money laundering or terrorist financing to any relevant authority.

## 3 ADVICE

- 3.1 A member of the Swedish Bar Association will be appointed at FHH for each assignment, who will

have the overall responsibility therefore. In addition, other staff at FHH may perform work under an assignment.

- 3.2 FHH advice is tailored to the circumstances of each particular matter, facts presented to FHH and instructions given by the client. FHH's advice does not include, unless separately agreed, potential tax consequences. The client may not rely on any given advice in regards to a matter different from that which such advice was given in reference to.
- 3.3 FHH does not supply financial or accounting advice.
- 3.4 FHH does not give advice regarding any jurisdiction other than the Swedish. FHH will, however, after agreement with the client, be pleased to assist in obtaining the necessary advice from lawyers qualified in the relevant jurisdiction.
- 3.5 Advice given is based on the law as it stands at the date of the advice. Unless specifically agreed, FHH will not update the advice given at a later date as a consequence of change in law.

## 4 COMMUNICATION

- 4.1 FHH will communicate in several different forms including by e-mail, SMS and phone. FHH will not accept any responsibility for risk associated with these manners of communication. The client must inform FHH in case the client does not accept communication by e-mail, SMS or phone.

## 5 INTELLECTUAL PROPERTY RIGHTS

- 5.1 Copyright and other intellectual property rights in work products that FHH generates in a matter will belong to FHH. The client has the right to use the results for the purpose(s) for which it is provided. If not otherwise agreed, the client is not allowed to circulate documents generated by FHH or use them for marketing purposes.

## 6 CONFIDENTIALITY

- 6.1 FHH will protect all information disclosed by the client and treat it confidentially in accordance with the code of conduct of the Swedish Bar Association and will only disclose information in situations which require it in accordance with the rules mentioned or required by law.
- 6.2 Clients registered for VAT in any other EU country than Sweden acknowledge that FHH must report the client's VAT number to a periodical register as required by the Swedish tax authorities.
- 6.3 If FHH, with the client's prior approval, engages other advisors and professionals, it is assumed that information given by the client to FHH may be

disclosed to these unless the client has expressly instructed otherwise.

## **7 OTHER ADVISERS AND PROFESSIONALS**

- 7.1 If FHH, with the client's prior approval, engages other advisers and professionals, such adviser shall be considered to be independent from FHH. FHH assumes no responsibility for advice given or work carried out by such other professionals. This applies irrespectively of whether the adviser/professional reports to FHH or to the client directly. If FHH, by approval from the client, engages other advisers/professionals, FHH shall also have the authority to accept any limitations of liability which is applied by such adviser/professional.
- 7.2 Advisers or professionals are engaged by FHH on behalf of the client. FHH will not be responsible for fees and costs charged by them.
- 7.3 If more than on adviser/professional, together with FHH, could be held liable for loss or damage suffered by the client, FHH's responsibility for such damage shall, subject to Clause 11, be reduced to maximum such part of the damage which FHH's fee bears in relation to the sum of the fees payable to all advisers/professionals which can be held liable for the damage.
- 7.4 If FHH and other advisers/professionals can be held jointly liable for the damage suffered by the client and if the responsibility of the other advisers/professionals is more limited than that of FHH, FHH's responsibility shall be reduced with the amount corresponding to what FHH otherwise could recover from such adviser/professional if its liability had not been limited to such extent.

## **8 FEES AND EXPENSES**

- 8.1 FHH fees follow the Swedish bar association's code of conduct meaning that fees are normally determined on the basis of a number of factors, such as time spent, the complexity of work performed, time constraints, result achieved, values concerned, risks assumed (if any) by FHH, as well as on the qualifications and experience of staff and resources required.
- 8.2 On request FHH can provide the client with an estimate of the expected fee for the engagement. Such estimation will be based on information available and shall not be regarded as a fixed quote.
- 8.3 In addition to fees, FHH may incur incidental costs, such as registration fees, travel and compensation to other advisers/professionals. FHH will invoice the client for such costs. FHH may also invoice photocopying and other administrative costs.

- 8.4 Any applicable VAT will be charged by FHH in addition to fees and expenses.

## **9 INVOICING AND PAYMENT**

- 9.1 FHH normally invoices on a monthly basis for work done during the preceding month as well as for expenses. FHH invoices can be on account preliminary or final. In case of on account preliminary invoice, the final invoice will set out the total amount of fees and expenses with the fees and expenses payable according to any on account preliminary invoice.
- 9.2 FHH reserves the right to request advance payment for fees and expenses. Amounts paid in advance by the client will be used for settlement of future invoices. The amount of the advance payment does not constitute an agreement regarding the total costs for the matter.
- 9.3 If FHH fees and expenses are financed by the client utilizing legal insurance, the client is still obliged to finance fees and costs to the extent they exceed any sum paid under such insurance.
- 9.4 The client is responsible for obtaining information about and agreeing on the conditions of the relevant legal insurance, in particular on the amount of the deductible and the maximum payable amount.
- 9.5 Unless otherwise agreed, FHH invoices fall due within 20 days after the invoice date. If an invoice is not paid, interest will be charged according to law.
- 9.6 In litigation and arbitration, the losing party may be ordered to pay the costs of the winning party (including legal fees). Usually, the entire legal costs of the winning party are not compensated. Irrespectively of whether the client is the winning or losing party, the client is obliged to pay for all FHH services rendered and expenses incurred in representing the client in litigation or arbitration.

## **10 TERMINATION OF ENGAGEMENT**

- 10.1 The client may terminate the engagement with FHH at any time by request in writing to cease the relation.
- 10.2 FHH's reserve the right to terminate and withdraw from an assignment in the event of non-payment of its invoices. In addition, FHH's right and obligation to terminate and withdraw from an assignment is regulated by law and the Swedish bar association's code of conduct, for example, in the case of conflicts of interest.
- 10.3 In any event, an engagement will end when an assignment is completed.
- 10.4 When an assignment is terminated, the client shall pay fees and expenses incurred prior to the date of

termination.

## 11 LIMITATION OF LIABILITY

- 11.1 FHH has taken a general liability insurance mandatory according to the rules of the Swedish Bar Association. Further, FHH has taken additional insurance cover.
- 11.2 FHH's liability for damage caused by FHH as a result of negligence or breach of contract shall not in any event include reduction or loss of production, turnover or loss of profit or other consequential loss or damage unless such loss or damage is covered by the mandatory liability insurance referred to in 11.1 above
- 11.3 FHH's liability for damage will be reduced by any amount which can be obtained under any insurance or contract maintained by the client, or by any other agreement or insurance provider where the client is a beneficiary.
- 11.4 FHH will not be liable for any damage or loss suffered as a result of the client's use of FHH's work or advice in any other context or for any other purpose than for which it was given. Except as provided in Clause 11.6, FHH will not be responsible for damage to any third party by the client's use of FHH's advice or work products.
- 11.5 FHH will not be liable for any damage suffered as a result of events beyond FHH's control and which FHH reasonably could not have foreseen or avoided at the time the engagement was accepted.
- 11.6 If FHH, at the client's request, agrees that a third party may rely on FHH's work product or advice, this shall not increase or otherwise affect FHH's liability for damage. The responsibility in relation to the outside party, as provided in this Clause 11.6, is reduced to the responsibility FHH would have to the client and vice versa.
- 11.7 The liability of FHH shall at all times and in any event be finally limited to what is covered by the liability insurance held by FHH (less any deductible applicable).

## 12 COMPLAINTS AND CLAIMS PROCEDURE

- 12.1 If, for any reason, the client has a complaint against FHH's services, the appointed contact person for the relevant matter shall be notified as soon as possible and FHH will carry out an investigation to clarify the circumstances of the complaint.
- 12.2 Claims thus related to the complaint shall be made to FHH as soon as the client becomes aware of the relevant circumstances leading to the complaint. No claim may be made later than: (i) 12 months from the date of the last invoice was issued in the matter or (ii) 12 months from the date at which the relevant circumstances causing the claim became known to the

client, or could have become known after reasonable investigations.

- 12.3 If the client is reimbursed by FHH for any claim, the client shall transfer the right to recourse against third parties by way of subrogation or assignment to FHH or FHH's insurers.
- 12.4 If the client is still dissatisfied and this dissatisfaction relates to a financial issue in respect of invoiced fees, any client who has retained FHH in his or her capacity as a consumer may, under certain circumstances, have the issue reviewed by the Swedish Bar Association's Consumer Disputes Committee. The Swedish Bar Association's Consumer Disputes Committee can be reached at Box 27321, 102 54 Stockholm, telephone +46 (0)8- 459 03 00 or [www.advokatsamfundet.se/konsumenttvistnamnden](http://www.advokatsamfundet.se/konsumenttvistnamnden).

## 13 CHANGES ETC.

- 13.1 These general terms and conditions may be amended from time to time. The current applicable version can always be viewed on FHH's website ([www.fhhlaw.se](http://www.fhhlaw.se)). Amendments will become effective only in relation to matters initiated after the amended version was posted on the website.

## 14 GOVERNING LAW AND DISPUTE RESOLUTION

- 14.1 These general terms as well as questions or disputes in connection with them shall be governed and construed in accordance with substantive Swedish law.
- 14.2 Any dispute arising out of these general terms or any matter where FHH has given advice, with the exception of disputes referred to in Clause 12.4, shall be conclusively resolved through arbitration administrated by the Arbitration Institute of the Stockholm Chamber of Commerce ("the Institute").
- 14.3 The Institute's Rules for Expedited Arbitration shall be in force, provided that the Institute, taking into consideration the degree of difficulty, the amount concerned by the dispute and other circumstances, will consider that instead the Arbitration Rules for Stockholm Chamber of Commerce shall apply. In that case, the Institute shall also decide if the arbitration board shall consist of one or three arbitrators. The arbitral proceedings shall be held in Stockholm in the Swedish language.
- 14.4 Notwithstanding the foregoing under this Clause 14, FHH shall be entitled to commence proceedings regarding any outstanding sums in any court with jurisdiction over the client or any of the client's assets.
- 14.5 These terms and conditions were adopted in June 2016.