



## **GERERAL TERMS AND CONDITIONS**

### **Zellberg Advokatbyrå AB**

These general terms and conditions apply to all matters for which Zellberg Advokatbyrå AB ("Zellberg") is engaged by its clients, unless otherwise specifically agreed. In addition to these general terms and conditions, the Code of Professional Conduct for Members of the Swedish Bar Association shall apply to the services provided by Zellberg.

#### **1 § Services**

For the purposes of these terms and conditions shall all aspects and parts of a matter or a business arrangement will be considered a single engagement, even if it involves several private individuals or legal entities, includes several instructions, addresses several areas of law or if separate invoices are issued.

An agreement regarding a matter is an agreement with Zellberg and not with a private individual working for the firm. All persons working for, or engaged by, Zellberg are subject to these terms and conditions and in no circumstances will those persons have any personal liability to you, except as provided by mandatory law.

Zellberg's services are adapted to the matter, to the circumstances which are presented and to the instruction you give the firm. Accordingly, you cannot use or rely on the advice for any purpose, situation or objective other than that for which it provided the firm.

Zellberg's legal advice does not include potential tax consequences of the matter. Unless you and Zellberg have agreed otherwise is the advice based only on Swedish law.

#### **2 § Identification check**

In certain engagements, Zellberg is under a legal obligation to check, the identity and ownership structure of the client and certain entities, and to obtain information about the nature and purpose of the matter. Therefore, may the firm ask the client to provide the firm with, evidence of identity and other information about you or your company or another person who is involved in the matter. Such a request may also be made after commencement of a matter. In cases where Zellberg is obliged to verify the information provided to the firm, may Zellberg obtain information from external sources. If you do not provide the documentation requested may the firm be legally obliged to decline or terminate the matter.

#### **3 § Communication**

Zellberg communicates with clients and other parties involved in an engagement in a variety of ways, including via e-mail. There may be some security and confidentiality risks for this type of communication and the firm cannot accept any responsibility for this kind of risks.

Inform Zellberg if you would prefer that the firm communicate in some other ways, other than via e-mail.

Zellberg's spam and virus filters and security arrangements may sometimes reject or filter out legitimate e-mails. Accordingly, you should follow up important e-mails by telephone.

#### **4 § Fees and expenses**

Zellberg's fees are according to the rules of the Swedish Bar Association. The fees are mainly based on time spent, but also on several other factors such as skills and experience required, eventual risks for the firm, the values that the engagement are touched by, time constraints and time pressures and result achieved can affect the fees. All fees are exclusive of value added tax. In addition to fees, Zellberg charges certain expenses. The expenses may, for example, relate to court registration fees, fees to other advisers and professionals, couriers and travel and any temporary workers.

#### **5 § Invoicing and payment**

Zellberg applies monthly invoicing. The firm may request an advance payment. The total amount of the fees and expenses for the engagement may be more than the amount of the advance payment.

In Swedish litigation and arbitral proceedings, the losing party is normally ordered to pay the costs (including legal fees) of the winning party. This is however not always the case. Under certain circumstances, the costs will not be recoverable at all or only in part. Irrespective of whether you should be the winning or losing party or not be granted full compensation for your costs, you must pay the firm's fees for services rendered and expenses incurred in representing you in litigation or arbitral proceedings. This is the case even if you are entitled to insurance indemnification (such as from legal aid insurance), or not, to cover a portion of Zellberg's fees. Such payment is normally received by the firm after the assignment has been completed and paid to the client when all the firm's invoices are settled.

Invoices set out by Zellberg are due 15 days after the invoice date. If an invoice is not paid, default interest on the balance owing will be charged from the due date until receipt of payment at the default interest rate determined according to the Swedish Interest Act.

#### **6 § Termination of engagement**

An engagement will end when Zellberg has fulfilled your instructions in relation to that engagement. You may terminate Zellberg's engagement at any time by requesting Zellberg in writing to cease acting for you. If you do so, you must still pay Zellberg's fees for services rendered and expenses incurred before the engagement is terminated.

Circumstances may exist either at law or according to the code of professional conduct that require or entitle Zellberg to decline or withdraw from an engagement. Among other things, this may be the case in the event of inadequate client identification, suspicions of money laundering, conflict of interest and failure to pay Zellberg's fees or expenses. If Zellberg decides to terminate the engagement, you must still pay the firm's fees for services rendered and expenses incurred prior to the date of termination.

## **7 § Intellectual property rights and confidentiality**

The copyright and any other intellectual property rights in all work products that Zellberg generates for the firm's clients vest in the firm, although the client has the right to use such work products for the purpose for which they were provided. Unless otherwise agreed, no document or other work result generated by Zellberg may be generally circulated or used for marketing purposes.

Zellberg protects the information you provide the firm in an appropriate manner and in accordance with the codes of professional conduct. In some cases, however, the firm is required by law to provide such information. If Zellberg needs to engage or work with other advisers on the engagement, Zellberg is entitled to provide them with material and other information that the firm consider may be relevant so the adviser can advise or perform services for you.

## **8 § Limitation of liability**

Zellberg has a liability insurance adapted for the firm's business. Zellberg's liability for any loss or damage suffered by you as a result of our negligence or breach of contract shall be limited to an amount per engagement of 75 MSEK or, if Zellberg's fee for the engagement is less than 0,5 MSEK, 5MSEK. Price reductions or other penalties cannot be paid in addition to compensation for damages. Zellberg's liability to you is limited to the actual loss or damage you incur. Among other things, this means that the firm's 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.

Zellberg does not assume liability for other advisers or professionals for choosing or recommending them or for their work. This is the case regardless of whether they have been engaged by Zellberg or by you directly or whether they report to Zellberg or to you.

If you have accepted any exclusion or limitation of liability in relation to the third party, then Zellberg's liability shall be reduced by the amount of the contribution Zellberg would have been able to recover from that third party if its liability had not been excluded or limited (and regardless of whether or not the third party would have been able to pay that contribution to us).

Zellberg shall not be liable for any loss or damage which arises as a result of you, using our advice or work results for any other purpose, or in any other context than for which it was provided or produced. Zellberg shall not be liable for any loss or damage which is suffered by a third party as a result of you having used our advice or work results.

Zellberg will not accept any liability for any loss or damage suffered as a result of events beyond the firm's control, which events Zellberg reasonably could not have anticipated at the time the firm accepted the engagement and whose consequences the firm could not reasonably have avoided or overcome.

## **9 § Complaints and claims**

Any claim relating to any matter on which Zellberg has advised you on should be made as soon as you became (or, after reasonable investigations, could have become) aware of the relevant circumstances. No claim may be made more than twelve months after the latest of the last invoice for the current assignment was issued and the date the relevant

circumstances were known to you or could have become known to you after reasonable enquiries.

## **10 § Amendments**

These general terms and conditions may be amended by Zellberg from time to time. The latest version can always be found on the firm's website: [www.zellberg.se](http://www.zellberg.se). Amendments will become effective only in relation to engagements initiated after the amended version is posted on our website.

## **11 § Governing Law and Dispute Resolution**

Zellberg's services and these general terms and conditions shall be governed by Swedish law.

Disputes relating to these general terms and conditions or any question which pertains to the firm's services shall be conclusively resolved through arbitration pursuant to the rules of the Arbitration Institute of the Stockholm Chamber of Commerce (SCC). The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators. The seat of arbitration shall be Malmö. The dispute shall be decided in accordance with Swedish law.

Notwithstanding in this clause, Zellberg shall be entitled to commence proceedings against you for claims regarding payment in any court with jurisdiction over you or any of your assets. Clients who are consumers may under certain circumstances turn to the Swedish Bar Association's Consumer Disputes Board (*Swedish Konsumenttvistnämnden*) to have fee disputes and other financial claims against Zellberg examined. In such cases, Zellberg is obliged to participate in the board's review and to follow the board's decision.

The Swedish Bar Association's Consumer Disputes Board has the following contact details:  
Address: Box 27321, 102 54 Stockholm Telephone: 08-459 03 00, E-mail:  
[konsumenttvistnamnden@advokatsamfundet.se](mailto:konsumenttvistnamnden@advokatsamfundet.se), Website:  
[www.advokatsamfundet.se/konsumenttvistnamnden](http://www.advokatsamfundet.se/konsumenttvistnamnden)