



## GENERAL TERMS AND CONDITIONS OF ENGAGEMENT (2011:1)

### 1. Introduction and scope of work

1.1 These general terms and conditions apply to all advice and other services rendered by us, Setterwalls Advokatbyrå AB, to our clients. A specific engagement for you – where all parts and aspects of a transaction, business arrangement or other matter altogether shall be considered to be one and the same engagement (irrespective of it involving several individuals or entities or several instructions, is dealt with by several of our teams, addresses several areas of law, or whether several separate invoices are issued, or we are acting for several individuals or entities) – (the “engagement”) is governed by these general terms and conditions subject to any changes and additions set forth in our letter of engagement or in a written agreement referring to them.

1.2 The scope of our work – which may subsequently be changed – is specified in the above-mentioned letter of engagement or agreement or is otherwise agreed with you at the outset of the engagement (at your request we will provide you with a written letter of engagement). Within this scope, we undertake to in every way endeavour to serve you effectively and to render high quality work results and advice.

1.3 We are subject to the Code of Conduct of the Swedish Bar Association (see [www.advokatsamfundet.se](http://www.advokatsamfundet.se)) as well as a range of other rules and laws, including rules on attorney-client privilege, the handling of conflicts of interest, anti-money laundering, non-disclosure of inside information, and on restrictions on trading in listed securities. In the event of any discrepancy between any of the provisions applicable of the Code of Conduct or any such other rules or laws on the one hand and these general terms and conditions (or any other terms of our engagement) on the other hand, the former provisions shall prevail.

1.4 Our work results and advice are tailored to the circumstances of the specific engagement, to the facts presented to us and to your instructions. Accordingly, you may not rely on them in any other matter or for any other purpose than for which they were rendered.

1.5 Unless otherwise agreed, all information provided by us in draft versions of our documents is provisional and subject to the wording of our final versions of such documents.

1.6 Unless otherwise agreed, our advice in the engagement does not include advice on potential tax consequences.

1.7 We render advice only in respect of and based on the laws of Sweden. Based on our general experience in dealing with other jurisdictions, we may express views on legal issues in another jurisdiction. This is merely intended to provide the benefit of our experience and shall not be construed as constituting advice. However, we would be pleased to assist you in obtaining the necessary advice from lawyers qualified in the relevant jurisdiction.

1.8 Whilst it is our policy to inform clients and others of legal developments on an ad hoc basis by way of general updates and marketing materials, our work products and advice in the engagement are rendered on the basis of the law at that date. Unless otherwise agreed, we assume no responsibility and will not be held liable to update them pursuant to changes in the law after that date.

### 2. Identification check; suspicions of money laundering or terrorism financing

2.1 In certain engagements, we are under a legal obligation – generally before undertaking the engagement – to check, *i.a.*, the identity and ownership structure of the client and certain entities and individuals affiliated to the client, and to retain satisfactory evidence thereof. Therefore, we may ask you to provide us with, *i.a.*, evidence of identity and other information. New clients may also be asked for professional references.

2.2 We are required by law to disclose suspicions of money laundering or terrorism financing to the Swedish police authorities. We are pre-

vented by law to inform you of having such suspicions or having made or contemplating making such disclosure.

### 3. Provisioning of VAT-number

When rendering services to a client subject to reverse charge arrangements in the client’s European Union member state, *i.e.*, in situations where we are not required to charge Swedish VAT, we are required by law to provide details of the client’s VAT number and the value of the services rendered on an European Community Sales List (a recapitulative statement) to the Swedish Tax Agency. Should you oppose our provisioning of these details, we will not be able to assist you.

### 4. The Market Abuse Directive

4.1 We expect you to inform us when you require us to establish and maintain an insider list to comply with your obligations under the Market Abuse Directive (2003/6/EC) and its underlying rules.

4.2 If you request a copy of our insider list, we will provide it to you as soon as possible, provided that your request is made no later than five years after the list was prepared or dated by us. You are required to keep the insider list confidential and to use it only in order to comply with the above-mentioned directive and underlying rules.

### 5. Conflict of interest and confidentiality

We are obliged to observe an extended duty of confidentiality under law. Any non-public information, received in the course of our work for you, from or about you, your business or other affairs, will be treated as strictly confidential. Nor will we disclose it to any other person, except in accordance with your instructions or as we may be required to do by law, applicable Code of Conduct or order of applicable court of competent jurisdiction. If we, in the course of the engagement, engage or liaise with other advisors or professionals, we may communicate to them any information which we believe may be relevant to assist them in advising or carrying out other work for you.

### 6. Communication

6.1 Unless otherwise instructed by you, we may communicate with you by e-mail and through the Internet even though such communication involves security and confidentiality risks. We do not accept any liability for damages incurred due to such risks.

6.2 Our spam and virus filters and other security arrangements may sometimes reject or filter out legitimate e-mails. Accordingly, you should follow up important e-mails to us by telephone.

### 7. Intellectual property rights

The copyright and other intellectual property rights in our work products and advice shall vest in us, although you have the right to use them for the purpose for which they were rendered to you. Unless we have agreed otherwise, no documents or other work products generated by us may be generally circulated or used for marketing purposes.

### 8. Reference engagement

Once a transaction or other engagement has become publicly known, we may briefly disclose our involvement in the engagement and other publicly known information in our marketing, *e.g.*, by referring to the engagement in our proposals, on our website or in qualification statements. If we have reason to believe that you may be concerned about such disclosure, we will seek your permission prior to any disclosure.

### 9. Debriefing

In the ambition of continuously keeping our service quality at the highest level possible, we would appreciate your participation in a debriefing exercise at the closing of the engagement.



## 10. Fee

10.1 For our work, we are entitled to a reasonable fee, determined as described below, plus applicable VAT.

10.2 Unless otherwise agreed, we will determine our fee – in accordance with applicable Code of Conduct – taking into account the extent of the engagement, its nature, complexity and importance as well as the expertise of the lawyers performing the work, the result of our work and other such circumstances. For the purpose of supporting this determination, we internally assign to each lawyer an hourly rate based on his or her ability, experience and skills. Our rate schedule is revised annually.

10.3 On your request, we will provide you with an estimate of our fee at the outset of the engagement and update you on the fees incurred as work progresses. Such an estimate is based on the information available to us at that time and cannot be regarded as a fixed quote.

10.4 On your request, we may also, depending on the nature of the engagement, agree on a fixed fee, fee cap or other fee arrangement.

## 11. Expenses

In the course of our work, we are entitled to incur expenses for items relating to the engagement such as filing fees, notary or translation services, overnight or special delivery service, travel, and accommodation and other advisors' fees. We will consult with you prior to incurring any such significant expense. In addition to our fees, we are entitled to reimbursement for all reasonable and justified expenses. We will not mark up any such expenses when charged to you, except with applicable VAT. Should we incur expenses in any other currency than Swedish Krona, we are entitled to remuneration for any changes in the currency exchange rate between the date of invoice and the date of payment.

## 12. Invoicing etc.

12.1 We normally invoice you – either by way of a partial invoice or an invoice on-account – on a monthly basis. Any amount invoiced will be in Swedish Krona.

12.2 Partial invoicing means charging a final fee for the part of our work attributable to a particular period. On-account (preliminary) invoicing means invoicing part of our final fee, without specific attribution to a certain part of our work. In case of invoicing on-account, the final invoice for the engagement will set out the total amount of our fee with the fees paid “on-account” deducted.

12.3 Our invoices are due and payable within 15 days of the invoice date (or within such later date specified in the invoice). In case of late payment, interest will be charged from the due date until receipt of payment in accordance with the provisions of the Swedish Interest Act (*Sw. Räntelagen (1975:635)*).

12.4 If you ask us to address an invoice to someone else, we may accommodate your request only if it is evident that the arrangement will not violate applicable law, that necessary identification procedures have been complied with (see Clause 2.1) and that you, on demand, will promptly pay any amounts which have not been paid by the due date. We will not assume any client relationship with any such addressee.

## 13. Advance payments

13.1 Subject to applicable Code of Conduct, we may require you to make advance payments to us before we perform work or pay third parties on your behalf. Such a request is not an estimate of (or cap on) any fees or expenses.

13.2 All advance payments made will be deposited in a client account which is kept separate from our own funds and will be managed in accordance with applicable Code of Conduct. We may apply such funds towards payment of our bills (however, this will not affect your right to challenge the amount of any such bills), unless the funds were received for another specific purpose.

## 14. Responsibility for legal expenses, legal expenses insurance etc.

14.1 Should the engagement involve a dispute, the losing party may be ordered to pay – wholly or partly – the costs of the winning party (including legal fees). Irrespective of you being the winning or losing party, you must pay the fees for our work and reimburse us for the expenses incurred in accordance with these general terms and conditions.

14.2 Should the engagement involve a dispute, your legal expenses insurance (if any) may cover certain of your own and your counterparty's costs. However, you must pay the fees for our work and reimburse us the expenses incurred in accordance with these general terms and conditions regardless of the terms of any such insurance.

## 15. Other advisors and professionals

15.1 The engagement may require the engagement of other advisors or professionals (e.g., foreign lawyers) to assist you. On your request, we will be pleased to assist you in identifying, contracting, informing or instructing such advisors and professionals.

15.2 Any authority given by you to contract or instruct any such advisors or professionals includes authority to accept a limitation of their liability on your behalf.

15.3 Any of your other advisors and professionals (irrespective of them being identified, contracted, informed or instructed by us) shall be deemed independent of us. We assume no liability for such other advisors or professionals, neither for choosing or recommending them nor for their advice or other services (regardless of whether they report to us or their advice or other services are routed through us). In addition, the payment of fees and expenses of such advisors and professionals will be your, and thus not our, responsibility. Their invoices will normally be addressed directly to you.

## 16. Key contacts within the firm; complaints and claims procedure

16.1 To further personal relations and to enhance our understanding of your business, one of our partners will be designated client relationship partner and will be your key contact within the law firm. A partner or senior lawyer with the relevant expertise will be designated as primarily responsible for each engagement and your key contact for such engagement.

16.2 Should you, for any reason, be dissatisfied with our services or have a complaint, you should notify the client relationship partner or the lawyer responsible for the engagement. You may also contact Mrs. Christina Waering at the Stockholm office, Mr. Johan Karlbom at the Gothenburg office, or Mr. Marc Tullgren at the Malmoe office (see our website; [www.setterwalls.se](http://www.setterwalls.se), for contact details).

16.3 Any claim against us should be submitted to Mrs. Christina Waering at the Stockholm office, Mr. Johan Karlbom at the Gothenburg office, or to Mr. Marc Tullgren at the Malmoe office (see our website; [www.setterwalls.se](http://www.setterwalls.se), for contact details) as soon as you have become aware of the circumstances giving rise to the claim. Any claim, based on a claim against you by any tax or other authority, may not be made later than three months after the date such a claim was made against you and under no circumstances later than five years after the date of our last invoice issued for the engagement to which the claim refers. Any claim otherwise based on circumstances of which you were unaware, and could not have known of after reasonable investigations as per the date of our last invoice issued for the engagement to which the claim refers, may not be made later than three months after the date such circumstances became known or could have become known to you after reasonable investigations, and under no circumstances later than five years after the date of our last invoice issued for the engagement to which the claim refers. No other claim may be made later than 12 months after the date of our last invoice issued for the engagement to which the claim refers.

16.4 Should your claim be based on a claim against you by any tax or other authority or third party, we or our insurers shall be entitled to



meet, settle and compromise such a claim on your behalf, provided that you – taking into consideration the limitations of liability provided by these general terms and conditions or otherwise applicable to the engagement – are indemnified by us. If you meet, settle, compromise or otherwise take any action in relation to such a claim without our consent, we will not accept any liability for such a claim.

16.5 If you are reimbursed by us or our insurers in respect of a claim, you shall, as a condition for such reimbursement, transfer the right to recourse against third parties to us or our insurers by way of subrogation or assignment.

#### 17. Limitations of liability

17.1 Your relationship with respect to the engagement is with Setterwalls Advokatbyrå AB only and not with any individual or entity associated with Setterwalls Advokatbyrå AB (even if your express or implied intention is that our work shall be performed by specific individual(s)). Except as may be provided under mandatory law, no individual or entity associated with Setterwalls Advokatbyrå AB (including, without limitation, shareholders, partners and employees) shall have any personal liability to you, and all such individuals and entities shall have the benefit of these general terms and conditions (including any limitations of liability provided by them).

17.2 Unless otherwise agreed, we shall have no liability to you for the accuracy or completeness of any information provided to us by yourselves or any other person in the course of our work, nor for any loss or damage arising in any way from fraudulent acts, misrepresentations or wilful default on the part of any other person than ourselves, our partners or staff.

17.3 We shall have no liability to you for any loss or damage suffered as a result of any event beyond our control, which event we could not reasonably have anticipated at the time we accepted the engagement and which consequences we could not reasonably have avoided or overcome.

17.4 We shall have no liability to you for any loss or damage suffered as a result of the use by you of any of our work products or advice in any other context or for any other purpose than for which it was provided.

17.5 Unless the engagement specifically includes the rendering of tax advice, we shall have no liability to you for any loss or damage suffered by means of tax or tax surcharges being imposed or risk being imposed on you as a result of our services.

17.6 If the engagement includes the rendering of advice on potential tax consequences, we shall have no liability to you for any taxes payable by you, unless it was evident at the time of our advice that you could have achieved your commercial objectives by using an alternative structure or method at no additional cost or risk, and thereby completely would have avoided the payment of such taxes.

17.7 Our liability to you will be reduced by any amount which may be obtained under any insurance maintained by or for you or under any agreement or indemnity to which you are a party or a beneficiary.

17.8 Should several advisors be liable to you in relation to the same loss or damage, our liability for such loss or damage will be limited to the portion which our share of the total fees payable to all advisors bears to the sum of the fees to all advisors (regardless of whether any such other advisor have excluded or limited its liability or would have been unable to pay its part of the total claim).

17.9 If another advisor's liability to you is more limited than our liability, any liability we might have to you as a result of being held jointly and severally liable with such other advisor will be reduced by the amount of the contribution we could have recovered from that advisor if its liability to you had not been so limited (and regardless of whether such other advisor would have been able to pay the contribution to us).

17.10 Except as provided for in this Clause 17.10, we shall have no liability to any third party for any loss or damage suffered as a result of your or any third party's use of any of our work products or advice. If, at your request, we agree that a third party may rely on any of our work products or advice, or if we issue any certificate, opinion or the like to a third party, this will not increase or otherwise affect our liability to our disadvantage. We can only be held liable to such third party to the extent we would be liable to you. Any amount payable to such third party as a result of such liability will reduce our liability to you correspondingly and vice versa. We will assume no client relationship with any such third party.

17.11 Unless otherwise agreed at the outset of an engagement (or a particular matter within an engagement), our liability to you shall be limited, in respect of each engagement, to the sum of 50 million Swedish Krona or, if our fee for the engagement concerned is less than one million Swedish Krona, five million Swedish Krona. This limitation of liability shall however not apply in case of gross negligence or wilful misconduct on our part.

#### 18. Professional indemnity insurance

We maintain professional indemnity insurance appropriate for our business in addition to the Swedish Bar Association's compulsory professional indemnity insurance.

#### 19. Termination and withdrawal

You may terminate our engagement at any time. Law and applicable Code of Conduct specify the circumstances under which we may or are required to withdraw from the engagement. In the event of termination or our withdrawal, you must pay the fees for our work and reimburse us for the expenses incurred up to the date of termination or withdrawal in accordance with these general terms and conditions.

#### 20. Amendments

These general terms and conditions may be amended by us from time to time. The current version is always posted on our website; [www.setterwalls.se](http://www.setterwalls.se), and will be sent to you on request. Amendments will become effective only in relation to engagements initiated after the amended version having been posted on our website.

#### 21. Language versions

These general terms and conditions are produced in a Swedish and an English language version. For clients domiciled in Sweden, the Swedish language version shall prevail. For all other clients, the English language version shall prevail.

#### 22. Dispute resolution

22.1 Subject to Clause 22.2, any dispute, controversy or claim arising out of or in connection with these general terms and conditions, the engagement, our work products or advice, or the breach, termination or invalidity thereof, or any non-contractual obligations arising out of or in connection therewith, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce (see [www.sccinstitute.com](http://www.sccinstitute.com)). The seat of arbitration shall be Stockholm, Sweden. The language of the arbitration shall be English (unless otherwise agreed at that time).

22.2 We shall be entitled to commence proceedings for the payment of any amount due to us in any courts with jurisdiction over you or any of your assets.

#### 23. Governing law

These general terms and conditions and all issues in connection with them, the engagement, our work products and advice, and any non-contractual obligations arising out of or in connection therewith, shall be governed by and construed in accordance with the laws of Sweden, excluding its conflict of law principles providing for the application of the laws of any other jurisdiction.