

## **GENERAL TERMS AND CONDITIONS**

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### **1 APPLICATION**

- 1.1 These General Terms and Conditions apply when Brick Advokat AB (hereinafter "the Firm" or "we") and you enter into an agreement under which the Firm will provide services to you ("the Engagement").
- 1.2 In addition to these conditions, the Swedish Bar Association's Code of Conduct applies.

### **2 CONFIDENTIALITY AND INFORMATION**

- 2.1 The Firm, its partners and employees are subject to a duty of confidentiality under the provisions of the Swedish Code of Judicial Procedure and the Swedish Bar Association's Code of Conduct. The Firm will not disclose to any third party information that is not public, except in performance of the Engagement or following your consent.
- 2.2 The Firm is required by law to collect and preserve evidence and certain assignments documentation on the identity of its clients. We may therefore ask you to provide identity documents and other documentation about yourself or your company or about another person involved in the Engagement.
- 2.3 Its duty of confidentiality notwithstanding, the Firm is also required by law to disclose information in connection with the investigation of certain crimes, as well as providing information on your VAT registration number to tax authority.
- 2.4 The regulations governing a lawyer's duty of confidentiality includes exceptions for lawyer's collections of their own fees. Failure to pay may therefore cause information that would otherwise be confidential to be made public.
- 2.5 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 via e-mail, and that you are aware of and accept that such communications involve certain risks from a confidentiality viewpoint. You must notify us if you do not accept this.
- 2.6 Personal data is processed in accordance with the Data Protection Regulation, the Firm's personal data policy and other relevant legislation and regulation.

### **3 LEGAL ADVICE**

- 3.1 Our work results and advice are adapted to the circumstances of the specific Engagement, the facts which is presented to us and the instructions you give us. Therefore, you cannot rely on the advice in Engagement or use it for a purpose other than for that mission and purpose they were provided.
- 3.2 Unless otherwise agreed, our advice on the Engagement does not include possible tax consequences.
- 3.3 Information published on our website is only general information and should not be considered as legal advice. There is always a risk that the content is not completely exhaustive or updated or that it is misinterpreted in some way. If you use the information on our website, you must take into account that the use is at your own risk.

### **4 EXTERNAL ADVISORS**

- 4.1 Upon special agreement with you, we may engage external advisers (such as legal, financial or technical consultants or other experts) for the Engagement. 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.
- 4.2 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.

### **5 FEES AND EXPENSES**

- 5.1 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.
- 5.2 Upon special request, we can provide you with an estimate of our fees for the assignment and thereafter keep you informed of any accumulated fees. Such an estimate is based on the information we have access to at the time of estimation and are not to be considered a quotation on a fixed price.
- 5.3 We also charge for our disbursements, such as charges, costs of couriers, travel and accommodation expenses and, if amounts of any significance are involved, copying, fax and telephone expenses.

## **6 INVOICING**

- 6.1 Unless otherwise agreed, the Firm will normally invoice a client on a monthly basis. 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.
- 6.2 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.
- 6.3 Our invoices are payable 20 days from the date of the invoice (if not otherwise agreed). 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. If the invoice is not paid on time, we will charge interest on arrears at the rate applying under the Swedish Interest Act.
- 6.4 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.
- 6.5 If our fees and expenses exceed the sum available under legal expenses insurance, you will be obliged to pay the excess amount.

## **7 COPYRIGHT**

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

## **8 LIABILITY**

- 8.1 The Firm's liability for damages in performing the Engagement is limited to SEK 50 million per Engagement.
- 8.2 We are not responsible for any damage caused by using our work results or advice in any other context or for any purpose other than for which it was given.
- 8.3 Unless otherwise specified in this paragraph, we are not liable to any third party for loss or injury that has occurred as a result of you or third parties using our work results or advice. If we expressly allow third parties to rely on work results or advice or if at your request, we

issue a certificate, statement or similar to a third party, it shall not increase our responsibility or otherwise affect our disadvantage. That means we are only liable to third parties to the extent that we are liable to you. Amounts that we may be required to pay to third parties will reduce our liability to you to the same extent and vice versa. Any client relationship between us and third party does not arise.

8.4 We are not responsible for any loss or damage incurred as a result of you, as a consequence of our work results or advice, applied or risked being subject to tax or surcharge.

8.5 Any claim you have against us for compensation due to the Engagement must be made to the Firm as soon as you become aware of the circumstances on which the claim is based. Claims must not be made later than 12 months after (i) the date of our last invoice for the Engagement was issued or (ii) the date when the circumstances on which the claim for compensation is founded became known to you or, after reasonable investigation, could have become known to you, whichever is the later. If your claims for compensation are not made in the manner here prescribed, you will forfeit your right to compensation.

## **9 CANCELLATION OF THE ENGAGEMENT**

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

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

9.3 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.

## **10 CONFLICTS OF INTEREST**

10.1 We may be prevented from acting for a party if there is a conflict of interest to another client. Before accepting a matter, we therefore check to ascertain whether there is a conflict of interest. Notwithstanding such controls, circumstances may arise that prevent us from acting for you in an ongoing or future matter. If this occurs, we are obliged under the code of conduct applying to members of the Swedish Bar Association to ensure that the conflict of interests is ceased, having in due regard the interests of each affected client.

- 10.2 Accordingly, it is important before and during the matter that you provide us with the information you consider may be relevant to determine whether or not there is an actual or potential conflict of interest.

## **11 CHANGES**

- 11.1 The Firm may make changes to these General Terms and Conditions. The latest version is always available on our website; [www.brickadvokat.se](http://www.brickadvokat.se). Changes to the General Terms and Conditions apply only to engagements that have commenced after the amended version has been published on our website.

## **12 APPLICABLE LAW AND DISPUTE SOLUTION**

- 12.1 The Engagement shall be governed by the laws of Sweden.
- 12.2 If you are a consumer, any disputes arising from the engagement shall be settled by the general courts of Sweden. Under certain conditions, clients who are consumers may turn to the Consumer Disputes Committee of the Swedish Bar Association to have fee disputes and other financial claims against us tried. Postal address: Consumer Disputes Board, Sweden's Law Society, Box 27321, 102 54 Stockholm. E-mail address: <https://www.advokatsamfundet.se/Konsumenttvistnamnden/>.
- 12.3 In all other cases, any dispute, controversy or claim that may arise out of or in connection with the Engagement or the breach, termination or invalidity of these General Terms and Conditions, any specific conditions governing the Engagement or concerning any matter on which we have advised or failed to advise you, will be finally settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The place of arbitration will be Stockholm, Sweden. The language to be used in the arbitration shall be Swedish. All arbitral proceedings conducted with reference to this arbitration clause and all information arising therefrom shall be kept strictly confidential.