

## **GENERAL TERMS AND CONDITIONS (JANUARY 30, 2025)**

The following terms and condition apply to all services offered by Fram Advokabyrå KB (“the Firm”). In addition, the Swedish Bar Association’s guidelines for fair legal practice will apply.

### **1 SERVICES AND WORKING METHODS**

- 1.1 To us, every client and project is unique. We always strive to adapt our solutions to our client’s business. As a client of ours you will always have one of our partners or experienced lawyers as manager, who has the general responsibility for the work and selects which lawyers to activate in order to handle every task in the best way possible.
- 1.2 We often work as a team to be able to offer the Firm’s collective knowledge and resources on every single case and to provide good service and a high working pace.
- 1.3 At the start of a project, we normally agree on the scope of the task and how we will approach it. The scope may therefore change, increase or decrease, and we may adjust the team to adapt our input depending on the character of the task and what it requires.
- 1.4 All issues within a dispute, a business transaction or a business arrangement constitute a single assignment even if it involves several legal or natural persons, or several separate invoices are issued.
- 1.5 Our advice will be based on the circumstances, facts and legal situation at the point when the advice is given. We will not be liable for advice made inaccurate due to future changes of the legal situation which were not known to us at the time.

### **2 IDENTIFICATION OF CLIENTS**

- 2.1 In accordance with the current law, we may be obliged to perform certain controls to confirm your identity and ownerships as well as inform ourselves of the nature and purpose of the case before we begin working. We may therefore request identity documents and other information concerning a natural and/or legal persons involved in the case. We are required to keep all information and documentation collected through these controls.
- 2.2 We are legally obliged to report any suspicions about money-laundering or financing of terrorism to the Financial Intelligence Unit of Sweden. We are unable to inform you of any such suspicions and whether they have or will be reported. If this kind of suspicion arises, we are also obliged to decline or renounce the case.
- 2.3 The Firm processes personal data from you in order to fulfill commenced tasks and to act on behalf of potential clients before a task is accepted. As a general rule, we also need to process your representatives’ and beneficial owners’ personal data for the purpose. You have the right to be informed about which personal data is being processed and to demand that

inaccurate information be rectified. Complete information about personal data processing may be found on the Firm's website.

### **3 FEES AND EXPENSES**

- 3.1 Our fees correspond to principles issued by the Swedish Bar Association. If nothing else has been agreed to, our fees will be set in line with the following factors: (a) time consumed, (b) the scope, nature and difficulty of the task, (c) the knowledge, skill and resources required, (d) urgency and time pressure, (e) results. As a basis for determining the fee, we internally use an hourly rate for each lawyer, based on their experience, knowledge, and expertise. The hourly rates are typically reviewed and adjusted once per year.
- 3.2 Upon your request we may, at the beginning of the task, provide you with an estimate of what our fee might come to, based on the information we have access to at that point in time. Depending on the nature of the task, we may also negotiate a budget or other arrangement. Our cost estimates are based on the information at hand when the estimate is given and shall not be deemed as fixed prices or a limitation of our fee, unless we explicitly present a fixed price offer.
- 3.3 Beyond our fees, we charge clients for trips and other expenses. Normally, we pay limited expenses on behalf of you and charge them afterwards, although we may ask for advance payments or forward invoices you.

### **4 INVOICING**

- 4.1 We normally invoice on monthly basis, and we distribute invoices by e-mail. The invoices can be either payments on account, sub-invoices, or final invoices. In the case of a payment on account, a preliminary estimate of our fees is given in installments and the total amount paid is then subtracted from the final invoice, where the full fees will be reported.
- 4.2 In some cases, we may request an advance payment before we take on the task. This will be used to settle future invoices. The total amount of fees for the task may be higher or lower than the advance payment.
- 4.3 Unless otherwise agreed, the payment terms for our invoices will be 10 days after the invoicing date. In case of delayed payment, we will charge default interest rates in accordance with relevant legislation.

### **5 LEGAL PROTECTION AND COURT EXPENSES**

- 5.1 In some cases, a client with legal expenses insurance may be compensated for some expenses to their legal counsel. The terms and conditions may vary between insurance companies and for different legal services. Upon request, we can assist you with your legal expenses insurance claims. However, even if you are entitled to compensation from the insurance, you are obliged to pay our fee as it is invoiced and due for payment.

- 5.2 If the task relates to a legal dispute, a party may be obligated to entirely or partly pay for the other party's court expenses (including legal fees). Regardless of whether you win or lose, you shall pay for our work and any potential expenses we have faced in relation to court proceedings or arbitrations.

## **6 COMMUNICATION AND IT**

- 6.1 We often communicate via the Internet, for example via e-mail and video calls. If you do not wish to communicate via email or the Internet, you must notify us in advance.
- 6.2 Our spam and virus filters may occasionally filter out legitimate e-mails. You should therefore follow up important e-mail messages sent to us by telephone.
- 6.3 We use internal and external IT services (for example, e-mail systems, document management systems, e-signature services and virtual data rooms). Although we take reasonable security measures to ensure that we and our IT service providers maintain a high level of information security and availability, there are no guarantees that the services are risk-free. We therefore bear no responsibility for damages that occur due to the use of the services.

## **7 CONFIDENTIALITY AND DISCLOSURE OF INFORMATION**

- 7.1 All information we keep from or about you or your business and business affairs is treated as confidential and protected according to appropriate regulations for fair legal practice and data protection.
- 7.2 If we hire or collaborate with any external consultants or experts for the case, we will provide such material and information which is necessary and relevant in order for them to provide legal advice or any other services for you. The same applies to information which we have kept as a result of the controls performed in accordance with clause 2.1.
- 7.3 If we perform a joint task for more than one client, we have the right to impart material or information given to us by one client to the other clients. In some cases, we may even have an obligation to do so by virtue of legal ethics.
- 7.4 In some cases, we are legally required to provide information to the tax authorities about your value added tax (VAT) registration number and the value of the services we have delivered.
- 7.5 According to Council Directive (EU) 2018/822 and national legislation that implements the directive, advisors are required to provide information on cross-border reportable arrangements to the relevant tax authorities. As a result of the statutory duty of confidentiality that applies to lawyers, we are prevented from reporting on such arrangements without a specific request from you. You yourself are responsible for reporting the arrangement to the relevant tax authority if you have not expressly instructed us to do so.

## **8 HANDLING OF DOCUMENTS AND ARCHIVING**

- 8.1 When a case is completed or has otherwise ceased, we archive all relevant documents and work results generated during the case, in paper or electronically, for as long as we consider appropriate, but never for a shorter amount of time than required by statute or by regulations from the Swedish Bar Association. However, you should not expect us to store the documents for longer than ten years.
- 8.2 If no other agreement is reached, we will return all original documents to you when the task is completed. If you request us to send valuable documents to, we will do so at your risk. We always keep copies of relevant documents for our archives.

## **9 INTELLECTUAL PROPERTY RIGHTS**

- 9.1 You have the right to use any final documents and other work results we have developed on behalf of you, for example final versions of contracts we have set up or negotiated, or any statements and letters we have addressed to you. If no other agreement is reached, no model contract, document or other work result generated by us may be commercialized through sale for consideration to third parties or for any other similar purpose.

## **10 OUR LIABILITY AND LIMITATIONS OF LIABILITY**

- 10.1 Our liability for damage suffered by you as a result of our wrongdoing or negligence in relation to the performance of the task is limited to 50 million Swedish crowns (SEK) or, if our fees for the case in question have not reached 1 million SEK, to 5 million SEK. In any case we will not be liable for i) any indirect damages such as loss of profit, loss of production and other consequential damages and ii) liquidated damages or penalties.
- 10.2 The amounts we account for shall be reduced with any amounts which you may obtain in other ways through any insurance, contract or indemnity agreed to or signed by you or which you are a beneficiary of, provided that it is not incompatible with the terms and agreements entered into with insurers or other third parties and that your rights vis-à-vis the insurer or third party are not limited as a result.
- 10.3 We are not liable towards you for the completeness or accuracy of information which you or others have provided us with in relation to the performance of the task, nor for loss or damage which has arisen because of misleading information, inaccurate data or extortion from anyone other than our own staff.
- 10.4 Our work is adapted to the circumstances of every single task and to the facts and instructions presented to us by you. We are therefore not liable for damage which arises through anyone's use of or reliance on our work results or advice in other circumstances or for other purposes than those originally intended for. The same applies to questions of subsequent changes of the legal situation, whereas we cannot be liable for the durability and accuracy of the advice for any other time than that of their delivery.

- 10.5 Our counsel only applies to legal matters. We only express our perception and considerations in matters other than legal ones, for example of commercial, operative or financial nature, with support of our own general experience. Such information is not legal advice, and we are not liable for the consequences that might follow thereof.
- 10.6 If we, upon your request, allow for a third party to rely on or use our work results and our counsel, this shall not increase or otherwise affect our liability. No client relationship will arise between us and the third party. We shall only be liable towards a third party of such to the same extent that we are liable towards you. All amounts we may be liable to pay as a result of this liability will to the corresponding extent reduce our liability towards you and vice versa.
- 10.7 If the case has not specifically comprehended tax counsel, we are not liable for the imposition or risk of imposition of tax to you as a result of our delivered services.
- 10.8 External consultants and experts regarding anything other than legal counsel, such as but not limited to accountants, valuers and inspectors, shall be considered as independent from us regardless of whether we hired them or if you contracted with them directly and regardless of whether they report to us or directly to you. Such consultants and experts work on their own behalf and are separately liable towards you.
- 10.9 For international cases we work together with independent law firms all over the world through the alliance “Ally Law”. In addition, we occasionally transfer contacts to other foreign lawyers who handle matters within their respective jurisdictions. Law firms which we collaborate with in this manner are wholly independent and work on their own behalf and are separately liable towards our clients. We are not liable for the fact that we recommended them, nor are we liable for their work or the fees and expenses they charge. As a service precaution for our clients, we sometimes contribute to making cost appreciations and to inspecting invoices related to their work on the client’s case.
- 10.10 If we make statements with respect to the law in other jurisdictions, such statements refer to our general experience of legal matters in that jurisdiction and shall not constitute legal advice.
- 10.11 If we, together with a third party, are liable for any damages arising, our liability shall be limited to the amount which is reasonable with respect to our part of the liability for the damage. If you have accepted a disclaimer or indemnity in relation to a third party, our liability shall be reduced with the amount which could have been received from a third party if their liability had not been limited or excluded (and regardless of whether a third party would have been able to pay it or not).
- 10.12 We are not liable for damages which arise due to circumstances out of our control, which we could not reasonably have foreseen when accepting the task, and the consequences of which we could not reasonably have avoided or overcome.
- 10.13 We cannot be held liable for damage directly or indirectly caused by you after we have observed the obligations placed upon us in clauses 2 and 7.4.

- 10.14 The limitation of liability set forward in these terms and conditions or in a separate agreement with you applies to the Firm as well as to current and former partners of the Firm and to the persons which work for, have worked for, are hired by or have previously been hired by the Firm.
- 10.15 We have liability insurance which is adapted to our business, and which covers our liability in accordance with clause 10.1.

## **11 PROCEDURE IN CASE OF COMPLAINTS AND CLAIMS AGAINST US**

- 11.1 If you, for any reason, are dissatisfied or have complaints, you shall inform us of this as soon as possible. A claim must be presented within a reasonable time frame but not later than six months after the latter of (1) the day our last invoice for the case in question was issued, and (2) the day that the circumstances which form the basis of the claim became known or, with reasonable research, could have become known.
- 11.2 If your claim against us is based on a claim against you made by an authority or third party, we shall have the right to respond, negotiate and settle the claim on behalf of you, however, provided that we (with consideration for the limitation of liability set out in this agreement) indemnify you. If you respond, negotiate, attempt to settle or otherwise take any action regarding such a claim without our consent, we will not be held liable for the claim.
- 11.3 If you are awarded damages for any claim against us or our insurer, you shall as a condition for the payment, transfer the right of recourse to a third party to us or our insurer.

## **12 TERMINATION AND RESIGNATION FROM A TASK**

- 12.1 You may at any time end your collaboration with us by terminating a task or contract in writing. In certain cases, legislation or fair legal practice may impose a right or obligation for us to resign from a task. For instance, resignation may be made as a consequence of unsatisfactory client identification, a conflict of interest, applicable sanctions, lack of payment or instructions, or a loss of trust between ourselves and you. Regardless of whether you terminate the task or we resign from it, you must pay for the work which has been done and for the expenses we have had up until the day of termination.

## **13 CHANGES AND LANGUAGE VERSIONS**

- 13.1 These terms and conditions may be changed by us. The current version is always available at our website [www.framlaw.se](http://www.framlaw.se). Changes to the terms and conditions are only valid for the tasks which are taken on after the changed version has been published on our website.
- 13.2 These terms and conditions have been produced in Swedish and English versions. The Swedish version applies to clients with Swedish residency. The English version applies to all other clients.

## 14 APPLICABLE LAW AND DISPUTE RESOLUTION

- 14.1 All questions regarding the Firm's services and tasks or these terms and conditions are regulated by and shall be interpreted in accordance with Swedish substantive law.
- 14.2 Disputes arising from the services and tasks of the Firm shall primarily be mediated in accordance with the Stockholm Chamber of Commerce Arbitration Institute's mediation rules, provided that no party should object to this. If any party should object to mediation or if the mediation is interrupted, disputes concerning the Firm's services and tasks shall be finally settled through arbitration administered by the Stockholm Chamber of Commerce Arbitration Institute (SCC).
- 14.3 Rules for Simplified Arbitration will apply unless the SCC with consideration for the severity of the trial, the value of the subject-matter of the dispute and other circumstances decide that Arbitration rules will apply. In case of the latter, the SCC will also decide whether the tribunal will consist of one or three arbitrators. The seat of arbitration will be Lund, Sweden. The language used in the arbitration will be Swedish. For further information, see [www.sccinstitute.se](http://www.sccinstitute.se).
- 14.4 Clients who are consumers (a natural person who acts for purposes other than their own business or professional activities) may under certain circumstances turn to the Swedish Bar Association's Consumer Disputes Board to get disputes concerning services performed by a lawyer or law firm tried. However, the consumer must first have attempted to reach a solution in consensus with the lawyer or law firm in question. For further information, see [www.advokatsamfundet.se/konsumenttvistnamnden](http://www.advokatsamfundet.se/konsumenttvistnamnden).
- 14.5 Arbitration is subject to confidentiality. Confidentiality includes, among other things, the fact that arbitration proceedings have been initiated, all information that emerges during the proceedings as well as decisions or arbitral awards that are announced as a result of the proceedings. However, neither party shall be prevented from disclosing such information in order to exercise its right against the other party or an insurer, or if party is obliged to disclose the information according to mandatory law, stock exchange rules or the like.
- 14.6 Irrespective of clauses 14.2 we reserve the right to appeal for payments overdue at general court or to apply for an order for payment through the Swedish Enforcement Agency. Our duty of confidentiality does not apply for the purpose of collecting debts.