



AFH – General terms and conditions (2019:1)

1. Services

- 1.1 These terms and conditions apply to all services provided to clients by AFH Partners Advokat AB ("AFH" or "we"). The codes of conduct applying to members of the Swedish Bar Association also apply to the services provided by AFH.
- 1.2 At the outset of a matter, we normally agree the scope of our services. The scope may thereafter be changed, expanded or reduced. If required by the rules of the relevant bar association, we will provide you with written confirmation of the scope of the engagement.
- 1.3 The scope of the engagement is a contract between you and AFH and not with any individual associated with AFH. The instructions are instructions to AFH and not to a private individual working for AFH. All partners of AFH and all persons working for, or engaged by, AFH are covered by these terms and conditions and in no circumstances will those persons have any personal liability to you, except as provided by mandatory applicable law.

2. Fees

- 2.1 We provide legal services at competitive fee rates. On request, we will provide you with an estimate at the outset of a matter and, depending on the nature of the matter, we may also agree on a budget or another fee arrangement.
- 2.2 All fees are exclusive of value added tax, sales tax and similar taxes, which will be charged at the statutory rate applicable in the relevant jurisdiction.
- 2.3 Our fees always accord with the rules of the Swedish Bar Association (*Advokatsamfundet*). Unless we agree otherwise, our fees are determined on the basis of a number of factors such as: (i) time spent; (ii) skills and experience required; (iii) amounts involved; (iv) the risks assumed (if any); (v) time constraints; and (vi) the result achieved.
- 2.4 In addition to our fees, disbursements for travel and other expenses may be charged.

3. Invoicing

- 3.1 Unless otherwise agreed, we will invoice you each quarter. We can also provide you with regular updates on accrued fees.
- 3.2 Unless otherwise agreed, payment of invoices is due within 30 days of the invoice date. In the event of non-payment, interest on arrears will be charged from the due date until payment has been received in accordance with applicable law.

4. Clients

- 4.1 In certain matters, we are under a statutory duty to ascertain our clients' identity and ownership, and to obtain information about the nature and purpose of the matter, before work is begun. We may therefore ask you to provide us, among other things, with evidence of your identity and/or the identity of any other person involved in the matter on your behalf, and, in the case of legal entities, the individuals having ultimate control over them (the beneficial owners), as well as information and documentation showing the origin of funds and other assets. We are also obliged to verify the information provided to us, and for this purpose may obtain information from external sources. We are obliged to retain all information that we have obtained in conjunction with these checks.
- 4.2 We are legally obliged to report suspicions of money laundering or financing of terrorism to the relevant financial intelligence unit. We are also prevented by law from informing you of suspicions or that a report has been, or will be, made to the relevant financial intelligence unit. Where there are suspicions of money laundering or financing of terrorism, we are obliged to decline or cease to act in the matter.
- 4.3 We cannot be held liable for loss or damage caused to you directly or indirectly as a consequence of our compliance with the obligations we have considered to be incumbent on us under law.

5. Personal data

- 5.1 AFH is a controller of personal data provided in conjunction with matters or otherwise registered when preparing or administering a matter. We may also supplement personal data by obtaining information from private or public registers. All processing of personal data is made in accordance with applicable law. More information on our processing of personal data may be found in our privacy policy available at www.afh.se.

6. Advice

- 6.1 Our advice is tailored to the circumstances in the specific matter, the facts presented to us and the instructions you give us. Unless we agree otherwise, our advice in a particular matter does not include advice on either tax or potential tax consequences. Our advice includes legal issues in the specific matter, and insofar as we express views or factors considered in non-legal matters, we accept no responsibility for any potential consequences of this.
- 6.2 We can only give advice on the legal position in Sweden. Based on our general experience in dealing with other jurisdictions, we may express views on legal issues in other jurisdictions. This is merely

intended to provide the benefit of our experience, and the views we express in these cases do not constitute advice on which you are entitled to rely. However, we will be pleased to assist you in obtaining the necessary advice from lawyers qualified in other relevant jurisdictions. Our advice never implies a guarantee of a given outcome.

7. Liability limitations

- 7.1 Our liability for loss or damage caused to you as a consequence of error or negligence on our part in performing our work is limited to a sum equal to five times the fee for the matter.
- 7.2 Limitation of our liability to the sum specified above applies to multiple instances of loss or damage if they have been caused by a single act or omission or the same type of act or omission. This applies regardless of when the loss or damage was caused or incurred.
- 7.3 Our liability to you is limited to the loss or damage you incur. Among other things, this means that our liability will be reduced by all amounts 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.
- 7.4 We accept no liability towards any third party through your use of documents or other advice from AFH.
- 7.5 If, at your request, we agree that a third party may rely on a document produced by us or on advice provided by us, this will not increase or otherwise affect our liability, and we will only be liable to that third party to the extent we would be liable to you. Any amount paid to a third party as a result of such liability will reduce our liability to you correspondingly and vice versa. If we agree that a third party may rely on a document produced by us or on advice provided by us, no client relationship will arise between us and that third party. The above also applies in those cases where we issue certificates, opinions or the like to a third party at your request.
- 7.6
- 7.7 Notwithstanding the other provisions of this clause, AFH will at all times be liable to you for loss or damage caused by an intentional act or gross negligence.

8. Other advisors

- 8.1 We have an extensive network of other advisers in Sweden and abroad and we will be happy to help you to identify and instruct other advisers in relation to particular matters. If we instruct, engage and/or work together with other advisers, any such advisers will be considered to be independent of us and we assume no responsibility or liability for recommending them to you or for advice given by them, unless we specifically agree otherwise. This applies regardless of whether the adviser has given the advice directly to you or via us. We do not accept responsibility for fees or expenses charged by such advisers, whether these are paid by us and charged to you as disbursements or whether they are forwarded to you for payment. Any authority to instruct advisers includes authority to accept a limitation of liability on your behalf.

9. Intellectual property rights

Copyright and any other intellectual property rights in all work products that we generate for clients belong to us, although you have the right to use such work products for the purposes for which they are provided. Unless otherwise agreed, no document or other work product generated by us may be generally circulated or used for marketing purposes.

10. Amendments

These terms and conditions may be amended by us from time to time. The latest version can always be viewed on our website, www.afh.se. Amendments to the terms and conditions will become effective only in relation to matters begun after the amended version is posted on our website. A copy of the latest version of these terms and conditions will be sent to you on request.

11. Applicable law and disputes

- 11.1 These terms and conditions and all issues regarding them or any matter on which we have advised you are governed by and will be construed in accordance with Swedish substantive law.
- 11.2 Any dispute, controversy or claim that may arise out of or in connection with these terms and conditions or the breach, termination or invalidity of the terms and conditions, any specific conditions governing the matter 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.