

# Norburg & Scherp

## GENERAL TERMS AND CONDITIONS (VERSION 2018:1)

### 1. Application and interpretation

**1.1** These general terms and conditions apply, in addition to the Code of Conduct of the Swedish Bar Association, to all advice and services provided to clients by Norburg & Scherp Advokatbyrå AB (“**Norburg & Scherp**” or “**we**”).

**1.2** All issues pertaining to a dispute or other assignment shall be regarded as one matter, irrespective of whether the assignment involves several parts, or we are acting for several entities or individuals, or whether separate invoices are issued.

**1.3** Any deviations from these general terms and conditions must be agreed to in writing.

**1.4** Norburg & Scherp is the contracting party, and not any other legal entity or individual associated with Norburg & Scherp. No one other than Norburg & Scherp has any responsibility for advice or services provided by Norburg & Scherp. Irrespective of the foregoing, any legal entity or individual associated with Norburg & Scherp (e.g. a shareholder or an employee) shall have the benefit of these general terms and conditions and any specific terms relating to an assignment.

### 2. Client identification and personal data, etc.

**2.1** We may be required by law to verify the identity and ownership of our clients as well as request information about the nature and objective of the matter in which we are consulted, and in some instances also the origin of funds and other assets, before we accept an assignment. Consequently, we may ask you to provide us with identification documents in respect of you and those who are acting on your behalf and, if you are a legal entity, the individuals who are in ultimate control of you (so-called beneficial owners). In addition, we may be required by law to verify such information through independent sources. We will retain all information and documentation obtained in connection with the inquires as described above.

**2.2** We are required by law to disclose suspicions of money laundering or terrorism financing to the proper authorities. We are by law prevented to inform you that we have suspicions or that we have made or are contemplating to make disclosures to the police authorities. In case of any suspicions of

money laundering or terrorism financing, we are required to decline or withdraw from the assignment without specifying the reasons.

**2.3** We may be required by law to provide information to the tax authorities on the VAT numbers of our clients and invoiced amounts. By retaining Norburg & Scherp you are deemed to have consented to that we fulfill such reporting obligation.

**2.4** We cannot be held liable for any loss or damage directly or indirectly suffered by you as a consequence of our compliance with the obligations set out in clauses 2.1-2.3.

### 3. Advice

**3.1** Our services are tailored to the circumstances, facts and instructions presented to us in the particular assignment. Accordingly, you may not rely on our services or advice in any other matter or for any other purpose than the specific purpose for which the service or advice was given.

**3.2** We do not provide tax advice, financial advice, accounting advice or advice on the commercial merits of decisions, investments or transactions.

**3.3** We only offer advice regarding Swedish law. Based on our general experience of other jurisdictions, we may express a view on legal issues in another jurisdiction. We do this for the sole purpose of sharing our experience with you, and such views does not constitute legal advice that you may rely on. However, at your request, we would be pleased to assist you in obtaining necessary advice from advisors in the relevant jurisdiction.

**3.4** An assignment may require that other advisors counsel you. At your request, we may assist you in identifying, engaging, informing or instructing such advisors. When we instruct other advisors we may, at your request, obtain fee quotes and agree to fee arrangements. Although we will assist you in discussions with other advisors, we assume no responsibility or liability for such tenders or arrangements.

**3.5** If we instruct, engage or work together with other advisors, such advisor shall be considered to be independent of us and we assume no

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responsibility or liability for advice given by them or for recommending them, unless otherwise is specifically agreed. We assume no responsibility or liability for fees or expenses charged by other advisors, whether these are paid by Norburg & Scherp and charged to you as expenses or forwarded to you for payment. If you grant us authority to instruct advisors on your behalf, such authority includes a right for us to accept limitations of liability used by such advisors.

**3.6** If we, together with another advisor, would be jointly and severally liable to you in relation to the same loss or damage suffered by you, and the other advisor's liability to you is more limited than our liability, any obligation to indemnify you we might have shall be reduced by the amount of the reimbursement we would have been able to recover from that advisor if its liability to you had not been limited (and regardless of whether that advisor would have been able to reimburse us).

## **4. Communication**

**4.1** We communicate with our clients and others involved in a matter in a variety of ways, including e-mail and through the internet. Although e-mail and internet are efficient means of communication they involve security and confidentiality risks. We assume no responsibility or liability for risks or damages that may result from such communication.

**4.2** Our spam and virus filters and other security arrangements may reject or filter out legitimate emails. You should therefore follow up important emails by telephone or by other appropriate means.

## **5. Intellectual property rights**

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

## **6. Confidentiality and disclosure of information**

**6.1** As members of the Swedish Bar Association we observe confidentiality in accordance with law and the regulations of the Swedish Bar Association. We will not disclose non-public facts to third parties except in accordance with your instructions or applicable law, the Code of Conduct of the Swedish Bar Association or a judgment by a court or a court order. For example, in connection with the

investigation of certain crimes, we may be obliged by law to disclose information.

**6.2** When we carry out an assignment for more than one client, we have the right to disclose materials and information imparted to us by one of the clients to the other clients. In some cases we also have an ethical obligation to disclose such materials and information to the other clients.

**6.3** If we, while fulfilling the assignment, engage or liaise with other advisors or experts, we have the right to disclose to them any information which we believe may be relevant to assist them in advising you or providing other services for you. The same applies to materials and other information that we have obtained as a consequence of the investigations and verifications carried out by us in accordance with clause 2.1.

**6.4** If the assignment involves information that requires an insider list being maintained according to market abuse law or equivalent laws and regulations and you wish us to maintain such list, we expect you to expressly request us to do so.

## **7. Fees and expenses**

**7.1** Our services are charged in accordance with the Code of Conduct of the Swedish Bar Association. Our fees are normally determined on the basis of a number of factors such as, inter alia, time spent; the type and complexity of the matter; the knowledge, skills, experience and resources required; the amounts involved; time constraints; and the result achieved through our work.

**7.2** At your request, we will at the acceptance of an assignment provide you with an estimate of our fees, and update you on the fees incurred as work progresses. Such estimate is based on information available to us at the time the estimate was made and is not a fixed quote.

**7.3** At your request, and depending on the nature of the engagement, we may agree on a fixed fee, fee cap or other fee arrangement.

**7.4** In addition to the fees for our work, we will charge you for expenses relating to the assignment. They may, among other things, include registration fees, investigation costs, fees for other advisors and experts, courier costs and travelling costs. 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.

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**7.5** In excess of our fees and expenses, value added tax will be charged if we are required to do so.

## **8. Invoicing and payment**

**8.1** Unless otherwise agreed, we will normally invoice you on a monthly basis. We issue preliminary (on-account) invoices or final invoices. Final invoices refer to a particular period or the whole engagement. A preliminary (on-account) invoice does not necessarily include an exact assessment of the full amount due for the services provided. If we have issued a preliminary (on account) invoice, the final invoice will set out the total amount for the assignment or for part of the assignment, from which the amount in the preliminary invoice will be deducted.

**8.2** In some cases, we will request an advance payment. Such payment will be used to settle future invoices. The total amount due for the services provided may be higher or lower than the amount of the advance payment. Advance payments made will be deposited in a client account which is kept separate from our own funds and managed in accordance with the Code of Conduct of the Swedish Bar Association.

**8.3** Each invoice sets out its due date. Unless otherwise agreed, the due date is 20 days from the date of the invoice. If an invoice is not paid, interest on the amount due will be charged from the due date until receipt of payment, in accordance with the provisions of the Swedish Interest Act.

**8.4** In Swedish litigation and arbitration, the losing party is normally ordered to pay the costs (including legal fees) of the winning party. However, under certain circumstances, the costs will not be recoverable from the losing party. Irrespective of whether you should be the winning or the losing party you must pay our fees for services rendered and expenses incurred in relation to the engagement, in accordance with these general terms and conditions.

**8.5** If our fees and expenses are to be financed by making use of an insurance you must still pay our fees and expenses to the extent they exceed whatever is paid out under the insurance.

**8.6** 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 any law, the identity and other circumstances set out in clause 2 have been verified in respect of the

addressee and that you, on demand, will promptly pay any amounts which have not been paid by the due date. No client relationship between us and such addressee is assumed.

## **9. Termination of engagement**

**9.1** You may terminate our engagement at any time by requesting us to cease acting for you. If you do so, you must still pay our fees for services provided and the expenses incurred by us prior to the date of termination.

**9.2** The law and the Code of Conduct of the Swedish Bar Association may set out circumstances that allow or require us 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 or terrorism financing, conflict of interest, failure to make payments, failure to supply adequate instructions or when confidence and trust no longer exist between us. If we decide to terminate our engagement, you must still pay our fees for services provided and expenses incurred prior to the date of termination.

**9.3** With regard to conflicts of interest, we cannot represent a party if there is a conflict of interest with other clients. Therefore, we will conduct a conflicts of interest check before accepting an engagement. Even so, conflicts of interest which we are not aware of at this time may arise. Should that occur, we seek to be fair to our clients taking into consideration the Code of Conduct of the Swedish Bar Association. In this respect, it is important that you at the outset of, and during the course of, our engagement provide us with any information that you believe may be pertinent to establish whether any actual or potential conflict of interest exists.

## **10. Limitation of liability**

**10.1** Our liability for any loss or damage suffered by you as a result of negligence or other breach of contract on our part shall in respect of each engagement be limited to a sum equal to five times the fee for the engagement, but with a maximum of 50 million Swedish kronor.

**10.2** Our liability for a loss or damage shall be reduced by any amount which may be obtained by you 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 the agreement with such insurance provider or other

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third party or your rights against such insurance provider or other third party will be prejudiced thereby.

**10.3** We shall not be liable for any loss or damage suffered as a result of the use by you of our work products or advice in any other context or for any other purpose than for which it was given. Except as provided in clause 10.6, we shall not have any liability for a loss or damage suffered by any third party through the use by you of our work products or advice.

**10.4** We shall not be liable for any loss or damage suffered as a result of events beyond our control, which events we reasonably could not have anticipated at the time we accepted the engagement and whose consequences we could not reasonably have avoided or overcome.

**10.5** 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.

**10.6** If we, at your request, agree that a third party may rely on our work products or advice, this will not increase or otherwise affect our liability, and we will only be liable to such third party to the extent we would have been liable to you. Any amount payable to a third party as a result of such liability will reduce our liability to you correspondingly and vice versa. No client relationship with such third party is assumed. The aforesaid applies also if, at your request, we issue certificates, opinions or the like to a third party.

## **11. Complaints and claims procedure**

**11.1** Any claim against us should be submitted as soon as you have become aware of the circumstances giving rise to the claim. No claim may be made later than 12 months after the later of (i) the date the last invoice was issued for the engagement to which the claim refers and (ii) the date the circumstances giving rise to the claim became known to you or could have become known to you after carrying out reasonable investigations.

**11.2** If your claim against Norburg & Scherp is based on a claim against you by an authority or other third party, we or our insurers shall be entitled to meet, settle and compromise such claim on your behalf, provided that – taking into consideration the limitations of liability of the engagement – you are indemnified by us. If you settle, compromise or

otherwise take any action in relation to such claim without our consent, we will not accept any liability for such claim.

**11.3** If you are a consumer and believe that you are entitled to a reduction of the fees charged, you may refer the issue of the fairness of the fees to the Swedish Bar Association's Consumer Disputes Board. For further information see [www.advokatsamfundet.se](http://www.advokatsamfundet.se).

**11.4** If you are reimbursed by Norburg & Scherp 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.

## **12. Professional liability insurance**

We maintain professional liability insurance in addition to the Swedish Bar Association's compulsory liability insurance.

## **13. Retention of documents**

**13.1** During an engagement we may store documents and work products produced by us or by you or a third party electronically in order to provide the team working for you with easy access to necessary information.

**13.2** After the conclusion of an engagement, we will keep (or store with a third party) all documents and work products generated in the engagement, whether on paper or electronically, that we consider to be significant, for a period that we deem to be adequate for that particular type of engagement, however not for a period shorter than that required under the Code of Conduct.

## **14 Amendments, prevailing terms and language versions**

**14.1** These general terms and conditions may be amended from time to time. The current version is published on our website [www.norburgscherp.se](http://www.norburgscherp.se). Amendments will become effective only in relation to matters initiated after the amended version was posted on our website.

**14.2** In case we have stated specific terms in respect of an engagement or part of an engagement (in an engagement letter or other document) those terms shall prevail if and to the extent there are any inconsistencies between them and these general terms and conditions.

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**14.3** These general terms and conditions are produced in Swedish and in English. For clients domiciled in Sweden, the version in Swedish shall prevail, and for all others the version in English shall prevail, unless otherwise agreed.

## **15 Governing law and dispute resolution**

**15.1** These general terms and conditions and, if any, the specific terms for the engagement and all issues in connection with any of them, our engagement and services shall be governed by and construed in accordance with substantive Swedish law.

**15.2** Any dispute, controversy or claim arising out of or in connection with these general terms and conditions, any specific terms for the engagement, our engagement or our services shall be finally settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The seat of arbitration shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be English unless otherwise agreed.

**15.3** Arbitral proceedings and all information disclosed in the course of such arbitral proceedings, as well as any decision or award that is made or declared during the proceedings, are confidential and may not, in any form, be disclosed to a third party without the express consent of the other party. A party shall however not be prevented from disclosing such information in order to safeguard in the best possible way his rights towards the other party in connection with the dispute or towards an insurance policy underwriter, or if the party is required to so disclose pursuant to statute, regulation, a decision by an authority, a stock exchange contract or similar.

**15.4** Notwithstanding clause 15.2, we shall be entitled to commence proceedings for the payment of any amount due in any court with jurisdiction over you or any of your assets.