



Terms and conditions for legal services rendered by Westerberg & Partners Advokatbyrå AB (as published on 1 January 2019)

Contract formation, etc

If a client, new or existing, wishes to instruct Westerberg & Partners Advokatbyrå AB (“Westerberg”), a contract for those instructions is formed when Westerberg accepts the instructions. It is understood that Westerberg must perform a conflict of interest check and other controls as applicable and appropriate before accepting instructions.

These terms and conditions govern all matters for which Westerberg has accepted instructions and form an integral part of Westerberg’s contract with the instructing client. Services rendered by Westerberg are additionally subject to the Code of Professional Conduct for Members of the Swedish Bar Association.

Each service for which Westerberg is instructed is referred to as a matter in these terms and conditions. The party which instructs Westerberg in a matter is herein referred to as the client.

Where so required by applicable rules, or as deemed appropriate from time to time, Westerberg shall confirm in writing the matter for which it has received instructions.

Westerberg may revise these terms and conditions from time to time. The applicable version of the general terms and conditions is always available on Westerberg’s website, www.westerberg.com. Any revision of the terms and conditions shall only apply to matters, in which instructions were accepted after the publication of the terms and conditions so revised. Westerberg will additionally provide a copy of the most recent version of these terms and conditions upon request.

Administrative provisions, etc

Westerberg and the client may agree on a means of communication which is convenient for the client. Westerberg uses appropriate IT security arrangements and it is understood that such arrangements may have the effect that some emails are filtered and not seen by its intended recipient. If the client wishes to send important or time critical email, the client should take steps to confirm that the email has been duly received.

Westerberg will staff the matter as deemed appropriate by Westerberg considering, among other things, the nature and complexity of the matter. The staffing as well as any other resources assigned to the matter may be revised from time to time.

All partners and associates of Westerberg act solely for Westerberg. The contract relating to any matter, for which a partner or an associate receives instructions is between Westerberg and the client. This applies even if the intention is that the matter be handled by any named or unnamed lawyer. All of Westerberg’s partners and other staff who work on the matter do so in accordance with these terms and conditions. No lawyer or other employee of Westerberg has any personal liability to the client, except where such personal liability exists under mandatory law.

Scope of instructions

All issues pertaining to a dispute, business transaction or business arrangement shall be deemed one matter even if several closely related companies are involved, if different lawyers at Westerberg are involved, and even if separate invoices are issued.

Legal advice is given in light of the facts and circumstances of the specific matter in which advice is sought by the client. Such advice must not be used or relied upon for any purpose, situation or objective other than that for which the advice was given. Advice given by Westerberg is not meant for anyone other than the client and shall not be relied upon by third parties, unless Westerberg agrees otherwise in writing.

Absent express written contract to the contrary, Westerberg has not undertaken to provide advice on tax consequences of a matter.

Westerberg gives advice on Swedish law and advice given must not be used or relied upon for anything not governed by Swedish law. If Westerberg refers to the law of any other jurisdiction in any respect, that is an expression of opinion and should not be understood as legal advice.

Where Westerberg acts as counsel in international arbitration in which the proceedings or the merits of the dispute are governed by any law other than that of Sweden local counsel may be instructed as considered appropriate by Westerberg.

Confidentiality, etc.

Westerberg, its partners and its employees are subject to a duty of confidentiality according to, inter alia, the Code of Judicial Procedure and the Code of Professional Conduct for Members of the Swedish Bar Association. Westerberg will not disclose facts which are not in the public domain to any third party unless appropriate as an element in carrying out the matter, with the client's consent or where it is otherwise permissible under the aforementioned confidentiality standards.

Unless the client expressly conveys otherwise, the client consents to Westerberg using information about a matter, Westerberg's representation of the client, the value of the matter and other appropriate information which is already in the public domain or is otherwise generally known, for marketing and statistical purposes and for replying to market surveys performed by a third party.

Under Swedish law, Westerberg must, to the extent so mandated, check and confirm the identity of its clients and the representatives of the client and to document this endeavour, which may comprise the gathering of documents relating to the identity of the client. To comply with this obligation, Westerberg may ask anyone seeking to instruct the firm to provide identification and other documentation about any entities or persons involved in the matter as well as about other pertinent circumstances. Such a request may also be made after commencement of a matter. If the documentation so requested is not provided, Westerberg may terminate its provision of services. Under certain conditions, Westerberg will be under statutory obligation to report to the authorities, decline or withdraw from instructions. In such instances Westerberg will not be at liberty to advise the client about this. Westerberg shall bear no liability against the client for complying with the obligation, where Westerberg reasonably considers it applicable.

Swedish law contains obligations under which Westerberg is required as a matter of law to provide information to authorities, including but not limited to the Swedish Tax Agency. The duty of confidentiality set out above does not apply in relation to such obligations. The client understands that Westerberg must comply with Swedish law and that Westerberg bears no liability for complying with such obligation where Westerberg reasonably considers it applicable.

Westerberg keeps digital records and will not retain physical copies of documents unless there is particular reason to do so. Documents provided by the client will normally only be available in a digital format.

Personal Data

Westerberg will collect and process personal data in accordance with the Privacy Notice when carrying out matters for the client.

Fees, expenses, etc.

Westerberg will normally charge fees for its services based on the time spent and the hourly rate for the lawyer or lawyers doing the work. The hourly rates of all lawyers are revised from time to time and may accordingly be adjusted during the course of a matter. Without prejudice to the foregoing Westerberg's may take all the factors of the fee standard under the Code of Professional Conduct of the Swedish Bar Association into account when determining the fee for a matter. That standard comprises the following factors are taken into account: (a) the skill and experience required for the matter; (b) the result achieved; (c) the time spent; (d) the monetary value underlying the matter; (e) any risks for Westerberg; and (f) the urgency involved for the matter.

Disbursements made in performance of Westerberg's services, such as travel, accommodation and other expenses, may additionally be charged to the client. Westerberg may require an advance payment from the client before making a disbursement as well as arranging the payment of the expense in any other appropriate manner.

Westerberg will provide the client with information on fees and expenses accrued upon request.

Unless otherwise agreed, payment for Westerberg's invoices is due 30 days after the date of the invoice, after which default interest will accrue in accordance with the Swedish Interest Act. Westerberg endeavours to provide monthly invoices.

If the client has insurance or the like which covers legal fees, Westerberg will still invoice the client and not the insurance company or the like. The extent and scope of the client's insurance coverage does not affect the fees charged by Westerberg and Westerberg does accordingly not accept to limit its fees to the amount recoverable under any such insurance or the like. The client understands that Westerberg's fees accordingly may exceed the insurance coverage substantially. If the insurer provides an advance or pays part of the fees on account, that advance or on-account payment will only be deducted from the fees and expenses accrued by Westerberg upon the issuance of an invoice. The client understands that value added tax or other charges are typically not covered under such insurance policies or the like and that this does not affect the client's payment obligation towards Westerberg.

Westerberg has the right to issue on-account invoices for its fees. If such invoice is issued, the final invoice for the matter will specify the total fees, and the fees which the client paid on account shall be set off.

Westerberg has the right to payment in advance from the client as well as to additional advances, should the initial advance be insufficient. Westerberg may require advance payment both before commencing work on a matter and during the time when the matter is carried out. The right to require payment of advances endures throughout the matter. The purpose of any advance is to cover future disbursements and fees. Westerberg may invoice fees and expenses continuously as they accrue also if an advance has been paid. In that event the advance will be held as a security for Westerberg's fees and expenses and accounted for upon the conclusion of the matter, at which time Westerberg may deduct any outstanding amount of fees or expenses accrued but not invoiced.

An estimate, budget or the like given by Westerberg is a prediction based on experiences of previous matters of a similar kind. Westerberg may revise estimates, budgets or the like. Unless otherwise agreed in writing, an estimate, budget or the like will not constitute a binding agreement on maximum fees or any other agreement limiting Westerberg's right to charge fees for work conducted.

Value added tax and other taxes are charged as applicable. Estimates, budgets and other amounts set out by Westerberg does not include such tax.

Westerberg's liability, etc.

Westerberg's liability shall be limited in accordance with the below terms and conditions. In specific circumstances and in respect of certain matters, or parts thereof, Westerberg may apply additional limitations. If Westerberg has informed the client about such additional limitations before the initiation of a matter, or a part of a matter for which that limitation applies, that limitation shall apply in addition to the below limitations.

If the client is dissatisfied with Westerberg's services or otherwise is – or in the light of the circumstances should be – aware of facts which might give rise to a claim against Westerberg, the client shall give prompt notice of this to Westerberg. When determining whether notice is timely due regard shall be given to the complexity of the matter, the claim, or both. Failure to give timely notice has the effect that any claim which may arise from those facts or the conduct with which the client is dissatisfied is precluded. Irrespective of the foregoing, no claim whatsoever may be made against Westerberg when twelve months have passed from Westerberg's last invoice in the matter from which the claim arose.

If the client has made a claim against Westerberg and that claim involves a claim made against the client by a third party, which for the avoidance of doubt shall include any public entity, Westerberg shall have the right to be consulted about and provide its approval to all aspects of the client's defence against the third-party claim, including any settlement negotiations. Westerberg may

also request that the client settle the case. If Westerberg is not given the opportunity to exercise its rights hereunder, or if any directions given by Westerberg when exercising those rights are not followed, Westerberg shall bear no liability for the third-party claim.

By virtue of these terms and conditions the client assigns all rights of recourse, or the like, it may have relating to a claim made against Westerberg. This assignment becomes final and unconditional if Westerberg satisfies, fully or in part, the client's claim. When the assignment becomes final and unconditional, Westerberg is the legal owner of the claim against the third party. The client shall assist Westerberg in all respects necessary for Westerberg to exercise the right so acquired and preserve the right so that it can be exercised if and when the assignment becomes final and unconditional. If the client fails to preserve any right covered by this paragraph, any liability for Westerberg shall be reduced correspondingly.

Westerberg's liability in damages arising from any specific matter shall not exceed the higher of the following values:

five (5) times the fee for the matter, or

five (5) million Euro.

This limitation applies also to any other compensation similar to damages.

Compensation for damages or the like, for which Westerberg is held liable, shall be reduced by any amount recoverable for the damage in question by the client under any insurance policy or pursuant to any indemnity, hold-harmless agreement or any similar agreement.

Additionally, Westerberg is not liable for loss of production, loss of profit or any other indirect damage, loss, consequential damage or consequential loss.

Where Westerberg has undertaken to provide advice on potential tax consequences, Westerberg is not liable to compensate the client for taxes or other public levies which the client has to pay, except if it was clear, at the time the advice was given, that the client could have avoided payment of that tax or levy entirely by using an alternative structure or method without additional costs or risk and thereupon and the client has not been advised about this.

Westerberg bears no liability for terminating the instructions from the client for circumstances attributable to the client or where Westerberg reasonably determines that this is necessary in order for Westerberg to comply with a legal or professional obligation.

Westerberg is not liable for not meeting agreed or otherwise scheduled deadlines or for completing any portion of the work within a proposed timeframe if Westerberg has not been able to commence or continue its work due to circumstances beyond its control.

Westerberg has no liability against any third party arising from the client's use or disclosure of advice given to the client by Westerberg or any other work product to or communication with the client. However, if upon the client's request, Westerberg agrees that a third party may rely on advice rendered by Westerberg, Westerberg's shall bear the same liability to that third party as to the client

Any amount paid to a third party hereunder shall reduce Westerberg's liability towards the client by the amount so paid. Regardless of whether Westerberg has agreed that a third party may use or rely on work produced by Westerberg, the contract between Westerberg and the client shall not operate to the benefit of that third party. Westerberg is not an advisor for the third party and Westerberg shall bear no advisor liability against any third party.

The limitations of liability set out above, and any limitation separately agreed between Westerberg and the client, shall additionally operate to the benefit of all lawyers employed or previously employed by Westerberg.

Other consultants

If Westerberg assists the client in identifying or instructing consultants, such as other professional advisors, such consultants are independent of Westerberg, which shall bear no liability for the work or advice of such consultants. The client is liable for all fees or other costs charged by other consultants. Westerberg assumes no liability for recommending other consultants to the client or for any fee arrangement or the like, which Westerberg has assisted the client to obtain.

Intellectual property rights

The copyright and all other intellectual property rights relative to any work product or the like made by Westerberg rests with Westerberg and the contract with the client comprises no assignment of such rights. The client acquires the unlimited right to use such work products for the purposes of the matter. Westerberg asks that the client obtain consent from Westerberg prior to making any work-product public, including citations thereof in advertisements or other marketing.

Insider list

If the client instructs Westerberg to maintain an insider list satisfying the client's obligations under the Market Abuse Regulation, or any other legal instrument replacing it, and related rules. Westerberg will provide the insider list in an electronic format upon request, provided that the request is made no later than five years after the making or update of the list. The client shall keep the insider list

confidential and use it only to comply with obligations under applicable rules.

Westerberg agrees to take the steps necessary to ensure that any individual on the insider list understands the obligations incumbent on him or her based on this, the consequences of misuse and unlawful disclosure of insider information.

Applicable law and disputes

The contract between Westerberg and the client, of which these terms and conditions is an integral part, including Westerberg's performance thereof, is governed by Swedish law, excluding its conflict of laws rules.

Any dispute, controversy or claim arising out of or in connection with the contract between Westerberg and the client, of which these terms and conditions is an integral part, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The seat of arbitration shall be Stockholm.

Nothing herein shall limit Westerberg's right to commence court proceedings against the client for unpaid invoices, initiate proceedings for uncontested claims or seek interim relief from the courts.

The duty of confidentiality under the Code of Professional Conduct of the Swedish Bar Association provides exceptions for the collection of fees invoiced by a member of the bar through legal proceedings. Failure to pay invoices can accordingly lead to public disclosure of information which otherwise would have remained confidential. Any endeavour by Westerberg to obtain payment for unpaid invoices will disclose at least that the client has instructed Westerberg and may disclose further information.

Any client which qualifies as a consumer, may have its claim against Westerberg examined by the consumer dispute resolution board of the Swedish Bar Association. See further:

www.advokatsamfundet.se/konsumenttvistnamnden.

A consumer is a physical person acting outside the scope of business or professional operations.