

## General Terms and Conditions (E 2023:1)

These general terms and conditions apply to MAQS Advokatbyrå AB and MAQS Advokatbyrå KB (individually and jointly referred to as "MAQS", the "Law Firm" or "we").

### 1 APPLICATION AND INTERPRETATION

- 1.1 These general terms and conditions apply to all Services provided by MAQS to its clients, unless otherwise separately agreed.
- 1.2 We comply with the Code of Professional Conduct of the Swedish Bar Association.
- 1.3 Deviations from these general terms and conditions must be agreed to in writing.

### 2 OUR ENGAGEMENT

- 2.1 One of our lawyers has primary responsibility for each engagement (the lawyer in charge of the matter) for the provision of our services. The lawyer in charge of the matter has full authority to appoint the lawyers and other staff which he or she believes should handle the matter in order to ensure that it is carried out appropriately and cost effectively.
- 2.2 The scope of the engagement shall be specified in the engagement letter or agreement or shall otherwise be agreed with you at the beginning of the engagement. At your request, we will provide a written engagement letter.
- 2.3 The engagement shall include all parts and aspects of a matter, which shall be deemed to constitute one and the same engagement even where:
  - it involves several legal persons or individuals;
  - it involves several instructions, submitted at the same time or on different occasions;
  - it involves several legal practice areas;
  - if it is handled by multiple teams within MAQS; or
  - separate invoices are issued.
- 2.4 By engaging us you authorise us to take such action as we deem necessary or appropriate in order to perform the engagement, unless you notify us otherwise. For example, we are entitled to engage other advisors and experts on your behalf and to incur other reasonable costs which may be required to perform the engagement. If we engage other advisors or experts, we may require you to enter into a contract with them directly, and thus assume liability to pay their fees and expenses.

### 3 OUR SERVICES

- 3.1 Our services are adapted to each individual engagement, the facts presented to us and the instructions provided by you. Thus, you cannot rely on specific advice provided in connection with another matter or use such advice for a purpose other than the one for which it was provided. We take instructions from such person that we have reason to assume have the right to instruct us on your behalf.
- 3.2 We only provide advice based on the legal situation in Sweden. We will however assist you in procuring necessary advice from lawyers in other countries.
- 3.3 The advice provided to you in any specific matter is based on the law at such time. Unless otherwise agreed, we do not undertake to update advice we have provided in light of changes in the law.

3.4 We do not give financial or accounting advice.

3.5 Our advice is never a guarantee for a certain outcome.

### 4 HOW WE COMMUNICATE

- 4.1 We communicate and collaborate with clients and other parties in various channels, for example via the internet, e-mail and video calls. These are effective methods of communication, which, however, may involve risks for which we do not undertake any liability unless otherwise provided by mandatory law. Should you prefer not to communicate via these channels in a matter, please notify the responsible lawyer.
- 4.2 Unless there are specific reasons, we use unencrypted e-mail. If you would like us to encrypt e-mails, please notify the responsible lawyer.
- 4.3 In order to streamline the work process, we use internal and external IT services (e.g. document management systems, process and analytical tools, collaboration platforms, e-signature services and virtual data rooms). Some of these services are cloud services. Although we take reasonable measures to ensure that we and the service providers maintain a high level of information security and availability, there are no guarantees that the services are risk free. We are therefore not liable for damage arising as a result of the use of such services, unless otherwise provided by mandatory law. Furthermore, we are not liable for damage arising as a result of use of such platforms and other IT services that you have requested us to use. Should you prefer that certain services are not to be used in a matter, please inform the responsible lawyer.
- 4.4 Our spam and virus filters and other security devices may sometimes reject or filter out legitimate e-mails. You should therefore follow up important e-mails by phone.

### 5 CONFIDENTIALITY AND PASSING ON INFORMATION

- 5.1 We will treat any and all non-public information which we obtain in connection with our work concerning you, your business or your other business matters as strictly confidential regardless of if we receive it from you or from other sources.
- 5.2 In the event we engage or cooperate with other advisors or experts in connection with the engagement, we may disclose materials and other information, in order to enable such advisors or experts to render advice or provide the services for which they were engaged.
- 5.3 In the event we perform an engagement for more than one client, we are entitled to disclose materials and other information that one client gives us to the other clients. In certain cases, we also have a professional and ethical duty to disclose such materials and information to the other clients.
- 5.4 If we do not charge value added tax on our services provided to you, we have a legal obligation in certain cases to submit information to the tax authorities concerning your VAT registration number and the value of the services provided. When engaging us, you are deemed to have given

your consent to us providing such information to the tax authorities.

- 5.5 According to the Council Directive (EU) 2018/822 ("DAC6") and national legislation implementing the DAC6, advisors are under certain circumstances obligated to provide information regarding cross-border arrangements to relevant tax authorities. As lawyers fall within the scope of statutory duty of confidentiality, we are prevented, without an explicit instruction from you, from reporting about such an arrangement or informing your other advisors of their reporting obligation. If we do not receive an instruction from you to report the arrangements and thereby release us from the duty of confidentiality, you have the full responsibility for the arrangement being reported by you or by your other advisors to the relevant tax authority.
- 5.6 When an engagement becomes publicly known, we may, after your prior approval, disclose information in our marketing about our participation and other already publicly known matters, for example by reference to the engagement in offers, on our website, or to so-called ranking institutions.

## **6 MEASURES AGAINST MONEY LAUNDERING AND FINANCING OF TERRORISM**

- 6.1 According to law, in several situations we must verify our clients' identity and ownership structure and also inform ourselves about the nature and purpose of the matter as well as the origin of funds and other assets. Therefore, we may ask you and the persons representing you to verify your identities. If you are a legal person, we may ask you for information on the individuals who have the ultimate control over you (so-called beneficial owners), as well as documentation on the origin of funds and other assets. We also have a duty to verify the information provided to us and, to this end, we may procure information from external sources. We will retain all information and documentation collected by us in connection with such verifications.
- 6.2 We are required by law to report suspected money laundering or terrorist financing to the Financial Crimes Unit of the Swedish Police (*Sw. Finanspolisen*). Furthermore, we are prohibited from informing you that we have submitted or may submit such a report. In the event of suspected money laundering or terrorist financing, we are required to decline or resign from the engagement.
- 6.3 We are not liable for any damage caused directly or indirectly as a result of such measures against money laundering and terrorist financing that we deem incumbent on us.

## **7 PERSONAL DATA**

MAQS is the personal data controller for the processing of personal data which takes place in connection with a request for engagement or an engagement, as well as when processing data to enable us to provide news and offers about our services to you. For further information about our processing of personal data, we refer to the Privacy information available on our website.

In case you are a legal entity, we ask you to inform the natural persons representing you as well as the natural persons controlling you that MAQS processes their personal data. In case you are a natural person represented by other natural persons, we ask you to inform them in the same way. In both cases, we ask you to refer them to the Privacy information available on our website.

## **8 INTELLECTUAL PROPERTY RIGHTS**

The copyright and other intellectual property rights to the work product we generate in an engagement belongs to us. However, you are entitled to use the work product for the purposes intended when produced. Unless otherwise

agreed, no document or other work product generated by us may be disseminated or used for marketing purposes.

## **9 OUR FEES AND EXPENSES**

- 9.1 Our fee is charged according to principles which comply with codes of conduct and rules applicable to Swedish lawyers and are usually determined based on a number of factors, such as time spent, complexity, know-how, skills, experience and resources required in the engagement, the value of the engagement, time pressure and result achieved.
- 9.2 Where possible, prior to the commencement of an engagement and upon your request, we can prepare an estimate of our total fees and also keep you up to date about the current amount of fees for the duration of the engagement. Any estimate will be based on the information to which we have access at the time the estimate is rendered and shall not constitute a fixed price offer.
- 9.3 In addition to the fee, we charge you for costs incurred. Such costs may include, for example, registration fees, costs of investigations, costs of other advisors and experts, courier and travel costs, costs related to staff hired, photocopying, and telephone conference calls.

## **10 HOW WE INVOICE AND CHARGE**

- 10.1 As a rule, we will invoice you monthly. Invoices may be on account, partial or final invoices. An invoice on account does not necessarily provide an exact estimate of the amount payable for the services provided. Where we issue on account invoices, the final invoice will specify the total fee for the engagement or part of the engagement, less the fees which have been invoiced on account.
- 10.2 In certain cases, we require advance payment of the fees and costs. Amounts paid in advance are credited toward future invoices. The total amount of fees for services provided and costs may be higher or lower than the advance payment.
- 10.3 Each invoice specifies the due date. In the event of non-payment, interest will be charged at the rate applicable according to the Interest Act as of the date of payment until payment is received.
- 10.4 In litigation and arbitration proceedings, the unsuccessful party may be ordered to pay the successful party's legal costs in whole or in part (including lawyers' fees). Regardless of whether you win or lose the case, you must pay for services we have provided as well as our expenses in connection with our representation of you in litigation or arbitration proceedings.
- 10.5 Even if you make a claim under a legal expenses insurance policy, you must still pay our fees and expenses according to our invoicing procedures. This is also the case to the extent the fees and the costs exceed the amount which may be paid out under the insurance policy.
- 10.6 If you ask us to address an invoice to another party, we will accept this strictly on condition that this does not flagrantly breach any law or codes of conduct or rules applicable to Swedish lawyers, that the identity and other circumstances set out in clause 11.10 have been confirmed with respect to the addressee of the invoice, and that you, at our request, immediately pay any amounts outstanding on the due date. No client relationship between us and the addressee of the invoice arises as a result of this.

## **11 OUR LIABILITY AND LIMITATION OF LIABILITY**

- 11.1 Our liability for any damage incurred by you as a consequence of an error or negligence or breach of contract on our part, is limited to SEK 5 million per engagement or, if our fees in the relevant engagement exceed SEK 1 million, to SEK 50 million. Price reductions or other penalties cannot

be paid in addition to damages. We do not accept any obligations to pay fines.

- 11.2 The limitation of our liability to the amount stated in 11.1 shall also apply for other damage if such damage were caused by one and the same act or omission or by the same type of act or omission. This applies regardless of when such damage was caused or occurred.
- 11.3 The amount for which we are liable will be reduced by the amount you may obtain under insurance policies which you have taken out or by which you are covered, or under agreements or indemnity undertakings which you have entered into or of which you are the beneficiary, provided that this is not inconsistent with the terms of the insurance or the terms of such agreements or indemnity undertakings and that your rights under such insurance policy, agreement or indemnity undertaking are not infringed.
- 11.4 Other advisors and experts shall be deemed independent from us (regardless of whether we have engaged them, or you have engaged them directly). Accordingly, we do not accept liability for other advisors and experts, either for the choice of advisor, for having recommended them or for the advice and other services provided by them. This applies regardless of whether they report to us or to you.
- 11.5 If you have accepted a disclaimer or limitation of liability in relation to any other advisor or expert, the amount for which we are liable shall be reduced by the amount that we would have been able to claim from the advisor or expert if his or her liability had not been excluded or limited.
- 11.6 We shall not be liable for any damage arising through your use of our work product or advice in any other context or for any other purpose than the one for which it was provided. Unless otherwise provided by the provisions under clause 11.10, we shall not be liable for any damage incurred by third parties through your use of our work product or advice.
- 11.7 Unless the engagement specifically includes tax advice, we shall not be liable for any damage incurred by you as a consequence of our services being subject to or risking being subject to tax.
- 11.8 We cannot be liable for any damage caused by us following the generally accepted legal practice (*Sw: god advokatsed*).
- 11.9 We shall not be liable for any damage arising as a consequence of events beyond our control, which we could not have reasonably anticipated at the time we accepted the engagement, and the consequences of which we could not have avoided or overcome.
- 11.10 If at your request we allow a third party to rely on our work product or advice, this shall not entail that our liability increases or is otherwise affected to our detriment. We may be liable in relation to such a third party solely to the same extent as we may be liable toward you. Amounts which may be payable by us to such a third party shall be set off against our liability in relation to you and vice versa. No client relationship between us and the third party shall arise. The aforementioned shall also apply in cases where we, on request, issue certificates, opinions or similar to a third party.
- 11.11 Regardless of what has been stated in this section 11, MAQS will be liable for damage caused with intent.
- 11.12 The limitation of liability stated in these general terms and conditions or in a separate agreement with you applies to the Law Firm and its partners or former partners as well as to lawyers and other personnel that works for or has worked for or is contracted or has been contracted by the Law Firm.

## **12 PROCEDURES IN THE EVENT OF COMPLAINTS AND CLAIMS**

- 12.1 If you are dissatisfied with our services and wish to make a complaint, you are requested to inform the lawyer in charge of your matter as soon as possible. Alternatively, you may contact the client relationship partner (the partner who is your primary contact at MAQS).
- 12.2 Claims shall be made as soon as you become aware of the circumstances on which the claim is based. Claims may not be made later than six months after the later of (i) the date of our most recent invoice for the engagement to which the claim relates, and (ii) the date on which you became aware or could have become aware, if you had made reasonable inquiries, of the circumstances on which the claim is based. A claim cannot under any circumstances be raised following the expiry of the statute of limitation applicable by law.
- 12.3 If your claim is based on an authority's or other third party's claim against you, we or our insurers shall be entitled to respond to, adjust and settle the claim on your behalf provided that we – having regard to the limitations of liability which are set out in these general terms and conditions and (if applicable) the engagement letter – indemnify you. If you respond to, adjust, settle or otherwise take any action in relation to such claim without our consent, we shall not bear any liability in relation to the claim.
- 12.4 If we or our insurer pays compensation to you in connection with your claim, you shall, as a condition for such payment, transfer the right of recourse against the third party to us or our insurer.

## **13 TERMINATION OF THE ENGAGEMENT**

- 13.1 You may terminate your cooperation with us at any time by a written request. You must, however, pay for services provided and costs incurred by us prior to the termination of the engagement.
- 13.2 Circumstances in which we are entitled or obligated to decline to accept or to terminate an engagement are laid down by applicable legislation and codes of conduct and rules applicable to Swedish lawyers. One such example is a conflict of interest. Other examples include insufficient client identification, suspicion of money laundering or terrorist financing, overdue payment, lack of instructions, or if there is no longer any trust between us. If we do terminate the engagement, you must, however, pay for services provided and costs incurred by us prior to the termination of the engagement. In any event, the engagement is terminated once completed.

## **14 ARCHIVING**

- 14.1 Once an engagement is completed or otherwise terminated, we will archive (at our premises or those of a third party and in paper or electronic form) the documents and work products relevant to the engagement, which have been accumulated and generated during the engagement. The documents and work products will be archived for such period which, in our opinion, is reasonable having regard to the nature of the engagement, however, never less than the period stipulated by law or codes of conduct and rules applicable to Swedish lawyers.
- 14.2 Since we have a duty to archive substantially all documents and work products accumulated or generated during the engagement, we cannot comply with a request to return (without making and retaining a copy) or destroy a document or a work product before the expiry of the archiving period. If you ask us to empty an electronic file in our document handling system, we will do so to the extent permitted by law and codes of conduct and rules applicable to Swedish lawyers. We will in such case keep a hard copy of the documents removed or store them in electronic

storage media. This normally takes place in consideration of compensation if such work is time-consuming.

## **15 AMENDMENTS AND LANGUAGE VERSIONS**

- 15.1 We may amend these general terms and conditions. The current version is at all times published on our website, [www.maq.s.com](http://www.maq.s.com). The amendments shall apply to engagements commenced after the amended version is posted on our website.
- 15.2 If you have received an engagement letter in connection with an engagement, the terms of the engagement letter shall take precedence over these general terms and conditions.
- 15.3 Both a Swedish language version and an English language version of these general terms and conditions have been produced. The Swedish language version applies in relation to clients domiciled in Sweden. The English language version applies in relation to other clients.

## **16 APPLICABLE LAW AND DISPUTE RESOLUTION**

- 16.1 These general terms and conditions, any engagement letter, special terms and conditions for the engagement and all issues connected therewith, our engagement and our services shall be governed by and interpreted in accordance with Swedish substantive law.
- 16.2 Any dispute, controversy or claim arising out of or in connection with these general terms and conditions, any engagement letter, special terms and conditions for the engagement or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the SCC Arbitration Institute (the "SCC"). The Rules for Expedited Arbitrations shall apply, unless the SCC in its own discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators. The seat of arbitration shall be Stockholm. The language to be used in the arbitral proceedings shall be Swedish.
- 16.3 Arbitration requested under clause 16.2, and any information disclosed in connection with the arbitration or award issued in connection therewith, are subject to confidentiality and may not be disclosed to any third party without the other party's express consent. A party shall, however, not be prevented from disclosing such information if required to retain his right in relation to the other party or to an insurer or in case of a disclosure obligation under mandatory law or regulations.
- 16.4 Notwithstanding the provisions of clause 16.2, MAQS shall be entitled to file claims in relation to claims towards you in such court with jurisdiction over you or any of your assets.
- 16.5 Under certain conditions, a client who is a consumer may apply to have fee disputes and other financial claims against us tried by the Swedish Bar Association's Consumer Disputes Board. For further information, see the Bar Associate's website:  
[advokatsamfundet.se/konsumentvistnamnden](http://advokatsamfundet.se/konsumentvistnamnden)
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