

## GENERAL TERMS AND CONDITIONS

may not be used or relied on for any other purpose or by any other person without our prior written consent.

### 1. Introduction

**1.1** The following General Terms and Conditions apply to all engagements received from you by any office of Nordia Law Group, including Advokatfirman NORDIA KB (Sweden), Advokatfirman NORDIA Göteborg KB (Sweden), NORDIA Law Advokatfirma AS (Norway), NORDIA Advokatfirma (Denmark) and Asianajotoimisto Nordia Oy (Finland), (jointly referred to as “Nordia”, “we”, “us” or “our”) and all work carried out by Nordia on your behalf, except as otherwise specifically agreed. Your contract is with the individual Nordia office alone. In no event will any of the above Nordia offices have any joint or several liabilities for work carried out by other Nordia offices. For NORDIA Advokatfirma (Denmark) it is noted that independent law firms are working under the NORDIA Advokatfirma (Denmark) brand under shared office arrangements, and that your contractual party is solely the respective legal entity, which you have engaged, as NORDIA Advokatfirma (Denmark) and the independent law firms working under the same brand do not have any joint liability for each another, while these General Terms and Conditions do apply also for the independent law firms working with Nordia Advokatfirma (Denmark).

**1.2** These General Terms and Conditions apply to you and your associates, which, for this purpose, include all companies that you control, or, if you are a company belonging to a group, all companies in that group, or if you are a private individual, your immediate family members.

### 2. Scope of our services

**2.1** The services to be provided by Nordia for any matter are agreed between you and Nordia from time to time. We are not liable for any failure to advise or comment on any matter falling outside the scope of your instructions. Any advice we give to you during an engagement is based on the facts and the legal position at the time it is given.

**2.2** Our advice to you is provided for the purpose of the instructions to which it relates and for your benefit. It

**2.3** Nordia's lawyers are qualified to give advice on the legal position in the jurisdiction in which they are authorised to practice law (Sweden, Norway, Denmark or Finland), and we do not provide advice on the legal position in any other jurisdiction. However, based on our general experience in dealing with legal issues in other jurisdictions, we may express views on legal issues in another jurisdiction if this is merely intended to provide the benefit of our experience and does not constitute legal advice. Nordia also has an extensive network of law firms in several other jurisdictions and will be happy to help you obtain the necessary advice from lawyers qualified in other jurisdictions.

### 3. Client identification and conflict check

**3.1** We reserve the right to ask new clients for professional references.

**3.2** For certain engagements, we are under a legal obligation to verify the identity of our clients and their ownership structure, and to seek information about the nature and objectives of the engagement and the client's relationship with us. If this applies to you, we will not be permitted to start any work for you until we have received the necessary documentation. We are also under a duty to verify the information and for that purpose we may obtain information from external sources such as databases. We will retain all information and documentation we obtain.

**3.3** Before taking on any engagement, we carry out a conflict check in accordance with the applicable bar association rules, to verify whether a conflict of interest exists. For this purpose, we will also check the client databases of Nordia offices other than the one receiving your engagement.

**3.4** We are required by law to disclose suspicions of money laundering or terrorism financing to the police authorities. We are not permitted to inform you that we have such suspicions or that we have made or are contemplating making disclosures to the police

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authorities. If we have any suspicions of money laundering or terrorism financing, we are also required to decline or withdraw from the engagement.

**3.5** We accept no liability for any loss or damage whatsoever, whether direct or indirect, occurring as a result of our compliance with our duties (as we understand them) set out in sections 3.2, 3.3 and 3.4, and as provided by law.

## **4. The team responsible for your work**

We work in teams to provide you with the expertise and resources required in each engagement. One of our partners will be responsible for our services in each engagement. This may be your client relationship partner or another partner possessing relevant expertise. At the start of an engagement, we normally agree on team members. However, we reserve the right to change team members as we see fit so we can provide the relevant services.

## **5. Fees**

**5.1** Our fees are based on various criteria required by law and other regulations (including the rules of the Bar Associations of Sweden, Norway, Denmark or Finland, as the case may be). These state that our charges must be fair and reasonable having regard to all relevant circumstances.

**5.2** Normally, our charges will be based on the time spent dealing with a matter. Time spent on your matters will include meetings with you and others, considering, preparing and working on documents, written and electronic correspondence, making and receiving telephone calls, and any time spent travelling. Hourly rates vary according to the seniority of each lawyer and expertise required. Your instructions will be carried out at a level appropriate to providing an efficient and cost-effective service.

**5.3** In addition to our time spent, our fees may take into account a number of other factors. These include the complexity of the issues, the level of urgency, the expertise or specialist knowledge required, responsibility assumed and, if appropriate, the importance and value of the subject matter involved.

**5.4** If you wish, we will provide fee estimates or quotes. Please note that estimates or quotes are based on the agreed scope of our engagement, and we reserve the right to revise them should the scope of work change or should other circumstances render them inaccurate. Estimates or quotes do not include our fees for unforeseen events or difficulty, nor do they include additional work ordered by you or implicitly required by you in your contact with us. We will endeavour to inform you when we foresee that our fees may therefore exceed our estimate or quote, but unless expressly agreed, the estimate or quote is not to be construed as an agreement to perform our services within a fixed time or for a fixed fee.

**5.5** In addition to our fees, we may include a lump sum charge for general office expenses, comprising a fixed percentage of the fees billed. This lump sum charge includes postage, copying, telephone, fax and similar expenses. We review the percentage rate annually so that it reflects our actual expenses.

**5.6** Whether or not a matter proceeds to completion, you will normally be charged for services provided and expenses incurred, unless otherwise agreed.

**5.7** In court cases or arbitration proceedings, the client is responsible for paying our fees and expenses even if the opposing party is ordered to pay them or they are covered by legal expenses insurance. We are not responsible for whether or not our fees and expenses are covered by client's insurance.

## **6. Expenses and disbursements**

**6.1** Unless you instruct us otherwise, by appointing us to act for you, you are also authorising us to incur expenses and disbursements we consider necessary. You will be required to pay for or reimburse us for those expenses.

**6.2** Examples of expenses and disbursements on your behalf are court fees, registration fees, application filing fees, bank transaction costs, travel expenses, couriers, catering, telephone charges and, subject to clause 11.2, fees of other advisers and professionals.

**6.3** Unless the urgency of the matter requires immediate action, we will consult you before incurring significant expenses or disbursements.

## **7. Value added tax**

**7.1** Estimates or quotes given by us do not include VAT, which will be charged as applicable on our fees and on VATable expenses and disbursements.

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## 8. Accounts

**8.1** We will submit invoices to you at regular intervals or at appropriate stages during the engagement. In exceptional circumstances we are willing to discuss alternative account procedures.

**8.2** We reserve the right to request payment of fees and disbursements in advance.

## 9. Payment

**9.1** Each invoice sets out its due date (normally 10 days from the invoice date unless stated otherwise). If an invoice is not paid, interest on the balance owing will be charged at the rate specified on our invoice (or, if not specified on the invoice, at the applicable statutory rate or 10 per cent per annum, whichever is higher) from the due until receipt of full payment.

**9.2** If payment is overdue, we also reserve the right to suspend work for you until all sums outstanding are paid, and accept no liability for suspending work.

**9.3** When we receive instructions from or on behalf of more than one person or company in a particular matter, each person or company for whom we are acting will be separately liable for payment of the full amount of our fees and disbursements.

## 10. Limitation of liability

**10.1** In addition to the limitations of liability set forth in Clauses 10.2 to 10.7, we may apply financial limitations on our liability for certain types of engagement. Such financial limitations will be communicated to you at the start of a matter or a particular engagement within a matter.

**10.2** Our liability to you will be reduced by any amount obtained under any insurance maintained by you or for 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 prejudicial to your rights against the insurance provider or third party.

**10.3** We are not liable for any loss of production, loss of profit or any other indirect or consequential damage or loss, unless the damage or loss is caused by an intentional act or gross negligence. Except as provided in Section 10.5, we are not liable to any third party due to your use of documents or other advice from us. Unless specifically agreed, we do not accept any liability arising from failure to meet any target date(s) or from failure to complete any part of work for you within a proposed time or if events beyond our control prevent us from starting or continuing work on an engagement.

**10.4** We do not provide tax advice and expressly exclude any liability whatsoever for tax consequences. We recommend that you engage independent tax advisors to analyse potential tax consequences of acting on our advice, and we will recommend suitable tax advisers to assist. If we have agreed in writing to advise on potential tax consequences, our liability does not cover any taxes payable by you, unless it was clear at the time of our advice that you could have achieved your commercial objectives using an alternative structure or method at no additional cost or risk, thereby permanently avoiding the payment of such taxes.

**10.5** If, at your request, we agree in writing that a third party may rely on a document we have produced or on advice we have provided, this will not increase or otherwise affect our liability, and we will only be liable to the 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 we have produced or advice we have provided, we will not enter into any client relationship with that third party. This also applies if we issue certificates, opinions or the like to a third party at your request.

**10.6** All limitations of liability under these General Terms and Conditions or any separate agreement with you also cover any partner or former partner of Nordia and any lawyer or other person who is working or has worked for us or who is engaged or has been engaged by us. Where several of our offices are advising you, each office is liable under these General Terms and Conditions only for its advice under the laws of the country where the office is located. Claims for liability must be made against each Nordia office separately.

**10.7** Unless limited to a higher amount by the local Bar Association rules applying to the relevant Nordia office, our liability for any loss or damage suffered by you as a result of our fault or negligence or breach of our

obligations, provided our actions are not wilful or grossly negligent, is limited to five (5) times the fee charged during the course of the engagement or one (1) million euros, whichever is higher. No price reduction or other remedy is available in addition to damages. Nor do we accept any obligation to pay penalties.

## **11. Other advisers and professionals**

**11.1** If we engage or work with other advisers or professionals, they will be considered to be independent of us and, unless we expressly agree otherwise, we accept no responsibility or liability for choosing them or recommending them to you, nor do we accept any liability for advice given or work carried out by them, whether they report to you or to us. Unless you instruct otherwise, authority to engage advisers and professionals on your behalf includes authority to accept limitations of liability.

**11.2** Unless otherwise expressly agreed, we do not accept liability for fees or expenses charged by other advisers or professionals. When we engage other advisers or professionals, we do so on your behalf and we may, at your request, obtain fee quotes or agree fee arrangements. Although we will assist you in fee discussions with other advisers or professionals, we accept no responsibility or liability for fee quotes or fee arrangements.

**11.3** If several advisers or professionals are liable to you for the same loss or damage, our liability for any loss or damage you incur will be limited pro rata to the amount of our fees in relation to the total fees payable to all advisers and professionals (whether or not the other advisers or professionals have excluded or limited their liability or are unable to pay their part of the total claim).

**11.4** If another adviser's or professional's liability to you is more limited than our liability, any liability we may have to you as a result of joint and several liabilities with the other adviser or professional will be reduced by the amount we would have been able to recover from that adviser or professional if its liability to you had not been so limited (whether or not that other adviser or professional would have been able to pay the amount to us).

## **12. Termination of engagement**

**12.1** You may terminate our engagement at any time by giving written notice. If you do so, you must still pay our fees for services provided and expenses incurred up to our receipt of your notice of termination.

**12.2** Law and the relevant code of conduct may specify circumstances that require or allow us to decline or cease to represent a client. Among other things, this may apply if there is inadequate client identification, suspicion of money laundering or terrorism financing, conflict of interest, failure to make payment, failure to supply adequate instructions or if 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 up to the date of termination. An engagement will in any event end when we have fulfilled your instructions for the engagement.

**12.3** As a rule, we cannot represent a party if there is a conflict of interest with other clients. Hence, as set out in section 3.3 of these General Terms and Conditions, we will conduct a search for actual or potential conflicts of interest before accepting an engagement. Even so, potential conflicts of interest of which we are not aware when we accept your engagement may arise and prevent us from representing you in pending or future matters. In considering that possibility, we try to be fair to our clients in light of the relevant code of conduct. It is important at the start of our engagement and while it is in progress that you provide us with any information you believe may be relevant to establish whether any actual or potential conflict of interest exists.

## **13. Money and other funds and assets held by us**

**13.1** Money held by us on your behalf, whether on account for fees or disbursements or otherwise, will be placed in our Client Funds Account.

**13.2** Money thus held may be taken by Nordia in payment or part-payment of our invoices, as long as this is permitted by local bar association rules, subject to your consent. We will inform you if and when we credit amounts towards payment of our invoices.

**13.3** We may also hold other funds on your behalf, for example securities, certificates or media containing software code, in relation to our engagements for you,

# NORDIA

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or any assets of funds with which we are entrusted in our capacity as liquidator or administrator in a bankruptcy or insolvency. We will hold any such funds and assets with due care in accordance with bar association rules and instructions.

**13.4** Where justified, or at the end of our engagement we may ask you to retrieve any money, funds or assets that have been held by us on your behalf within fourteen (14) days. If you fail to do so, we are entitled to transfer the money, funds and assets to the possession of the competent authority in your jurisdiction at your expense.

## **14. Our duties and rights of third parties**

**14.1** Our duties are owed solely to you as our client, and we accept no liability towards any other person. We will consider a request by another person to be given the right to rely on our advice, but we reserve the right to decline any such request.

**14.2** We have no liability for services provided by counsel, experts, foreign lawyers or other third parties selected or instructed by us on your behalf.

## **15. Confidentiality and publicity**

**15.1** Our clients may from time to time include one or more persons or entities operating in your sector and/or a related line of business. We reserve the right to act for those clients, subject to our professional duties in relation to conflicts of interest and our obligation as to confidentiality.

**15.2** We will not disclose any confidential information received from you except as you direct.

**15.3** We are often asked to provide information about our experience, including work we have done and clients for whom we have acted. We also issue publicity about the firm and specific transactions or other matters. After the end of an engagement, unless the client has instructed otherwise, we may include statements identifying some clients as clients of the firm and, in relation to a particular transaction, identifying the nature of the transaction, the sector, the approximate value and completion date. Moreover, when a particular transaction or other matter has become public knowledge, we may disclose that we have acted on your

behalf and our involvement in the transaction in our marketing material and on our website. Disclosure of this kind may only include information that is already in the public domain.

## **16. Communication**

**16.1** We communicate with our clients and other parties in a variety of ways, including the internet and e-mail. Although these are effective means of communication, they may involve risks for which we accept no liability. If you would prefer us not to communicate via the internet or e-mail, please notify your client relationship partner or engagement partner.

**16.2** Our spam and virus filters and security arrangements may sometimes reject or filter out legitimate e-mails. We recommend that you follow up important e-mails by telephone.

## **17. Intellectual property rights and data protection**

**17.1** Copyright and any other intellectual property rights to all work products that we generate for you in our engagements for you or otherwise vest in us and, provided you have paid all our fees and expenses for the engagement, you will be granted the right to use those work products in your operations without restriction.

**17.2** In performing services for our clients, we may collect and process certain personal data. For further information about our processing of personal data, we refer to our personal data policy which is available on our website.

## **18. Document retention**

**18.1** Files and other documents concerning work we do for you will be stored for as long as we deem reasonable and as required by law, after which we may destroy them. Such files or documents may be preserved by electronic means.

**18.2** As a general rule, we will not store original documents on your behalf unless explicitly required in a given matter, and then only for as long as is strictly required to perform our services. We will then return all originals to you. We will not destroy original documents

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stored for you and will ensure they are kept safe until returned to you. However, we accept no liability for the safe keeping of original documents after the end of our engagement unless you have expressly instructed us to keep them, and we reserve the right to charge a fee for retaining documents after the engagement is completed.

## 19. Complaints and claims procedure

**19.1** If, for any reason, you are dissatisfied with our services or have a complaint, you should notify your client relationship partner or engagement partner as soon as you have become aware of the circumstances giving rise to the claim. Any claims against us must be made within a reasonable time and no claim may be made later than 90 days after (i) the date the last invoice was issued for the engagement to which the claim refers; or (ii) the date the circumstances giving rise to the claim became known to you or should have become known to you following reasonable investigations, whichever is the later.

**19.2** If your claim is based on a claim against you by an authority or other third party, we or our insurers may meet, settle and reach a compromise on the claim on your behalf, provided that – taking into account the limitations of liability in these General Terms and Conditions and any engagement letter – you are indemnified by us. If you meet, settle, reach a compromise or otherwise take any action on the claim without our consent, we will not accept any liability for the claim.

**19.3** A condition of any reimbursement you receive from us or our insurers for a claim, is that you assign the right of recourse against third parties to us or our insurers by way of subrogation or assignment, as the case may be.

**19.4** Claims against Advokatfirman NORDIA KB and Advokatfirman NORDIA Göteborg KB by Consumers may be submitted to the Swedish Bar Association's Consumer Disputes Committee. The Consumer Disputes Committee adjudicates disputes between consumers and members of the Swedish Bar Association or law firms regarding services they provide to consumers. For this purpose, a "consumer" is any private individual acting outside the scope of their own commercial or professional activities.

For more information about the Consumer Disputes Committee visit:

[www.advokatsamfundet.se/konsumenttvistnamnden](http://www.advokatsamfundet.se/konsumenttvistnamnden)

Contact information:

Konsumenttvistnämnden

Sveriges Advokatsamfund

Box 27 321

102 54 Stockholm

[konsumenttvistnamnden@advokatsamfundet.se](mailto:konsumenttvistnamnden@advokatsamfundet.se)

Nordia Advokatfirma (Denmark) is subject to the Code of Conduct of the Danish Bar and Law Society and the Danish Bar and Law Society's ordinary rules on complaints. Complaints about Nordia Advokatfirma's services or fees may be filed with the Disciplinary Board of the Danish Bar and Law Society. The Code of Conduct for the Danish Bar and Law Society is available at [www.advokatsamfundet.dk](http://www.advokatsamfundet.dk)

NORDIA Law Advokatfirma AS (Norway) is subject to the Code of Conduct of the Norwegian Bar and Law Society and the Norwegian Bar and Law Society's ordinary rules on complaints. Complaints about NORDIA Law Advokatfirma AS' services or fees may be filed with the Disciplinary Board of the Norwegian Bar and Law Society. The Code of Conduct for the Norwegian Bar and Law Society is available at [www.advokatenhjelperdeg.no](http://www.advokatenhjelperdeg.no)

Asianajotoimisto Nordia Oy (Finland) is subject to the Code of Conduct of the Finnish Bar Association and the Finnish Bar Association's ordinary rules on complaints. Complaints about Asianajotoimisto Nordia Oy's services or fees may be filed with the Disciplinary Board of the Finnish Bar Association. The Code of Conduct for the Finnish Bar Association is available at [www.asianajaliitto.fi](http://www.asianajaliitto.fi).

## 20. Amendments

**20.1** These General Terms and Conditions may be amended by us from time to time. The latest version can always be found on our website: [www.nordialaw.com](http://www.nordialaw.com). Amendments will take effect only in relation to

engagements received after the amended version is posted on our website. A copy of the latest version of these General Terms and Conditions will be sent to the client on request.

**20.2** These General Terms and Conditions cannot be amended or terminated orally and will not be deemed to have been waived or modified except by express agreement between us in a written engagement letter or other document confirming our engagement.

## **21. Governing law and dispute resolution**

**21.1** These General Terms and Conditions and any engagement letter for an engagement, and all issues in connection with either of them, our engagement and any matter on which we have advised or failed to advise are governed by and are to be construed in accordance with the substantive laws of the place in which the Nordia office providing our advice is located, unless the engagement letter expressly provides otherwise.

**21.2** Any dispute, controversy or claim arising out of or in connection with these General Terms and Conditions and any engagement letter or our advice will be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce when Swedish substantive law applies, or in accordance with the Rules of Arbitration and Dispute Resolution Institute of Oslo Chamber of Commerce when Norwegian substantive law applies, or in accordance with the Rules of Arbitration Procedure of the Danish Institute of Arbitration when Danish substantive law applies, or in accordance with the Arbitration Rules of Finland Chamber of Commerce when Finnish substantive law applies. The seat and place of arbitration will be Stockholm, Sweden, when Swedish substantive law applies, Copenhagen, Denmark when Danish substantive law applies, Oslo, Norway, when Norwegian substantive law applies and Helsinki, Finland when Finnish substantive law applies. The language to be used in the arbitral proceedings will be English unless you make a written request to use the local language, in which case the language of the proceedings will be the local language.

**21.3** All arbitral proceedings conducted pursuant to Clause 21.2 and all information disclosed in the course of those arbitral proceedings, as well as any decision or award made or declared during the proceedings, must be treated as strictly confidential. The information, decision or award may not be disclosed in any form to a third party without the express consent of the other

party. However, a party is not prevented from disclosing the information to preserve its rights as against the other party or if the party is required to so disclose under mandatory law or applicable stock exchange rules and regulations.

**21.4** Notwithstanding Clause 21.2, Nordia may commence proceedings for the payment of any amount due in any court with jurisdiction over you or any of your assets.