

Ness Law Firm
General Terms & Conditions – 2023 : 1

These general terms and conditions (also referred to as the "General Terms and Conditions") apply to all services that Ness Advokatbyrå AB, 559442-6362, (also doing business as Ness Law Firm, "Ness", "we", "us") performs for its clients ("you", "your").

Ness applies and follows the rules and recommendations that apply to lawyers and law practices, such as the Swedish Code of Judicial Procedure's rules on lawyers, the Swedish Code of Conduct for members of the Swedish Bar Association (the "Code of Conduct"), the Accounting Regulations issued by the Board of the Swedish Bar Association, and the Bar guidelines for continuing professional training for lawyers. In addition, these terms and conditions applies.

Any deviation from these general terms and conditions must be agreed upon in writing to be binding on Ness (such as in the performance of interim assignments). Deviations can be found in any engagement letter.

Ness carries out assignments as instructed by you and accepted by us. You have the right to cancel an assignment at any time. In such a case, you shall pay our fees for work performed and for costs incurred by us up and until such time we did receive your notice of termination of the assignment. Ness may have the right to terminate an assignment prematurely in accordance with the Code of Conduct.

Ness accepts each individual assignment as an assignment for Ness, and not as an assignment for a specific individual, employee, or other person hired by Ness. This applies even if it is your express or implied intention that the assignment should be carried out by a certain person. All Ness employees or persons engaged by Ness who contribute to an assignment perform their services in accordance with the Code of Conduct and these general terms and conditions. These persons do not have any personal liability to you beyond that which may follow from mandatory law. Thus, the contract for an assignment is a contract with Ness and not with any person connected with Ness.

Ness' performance of an assignment, including any advice provided, is carried out according to your instructions and based on such information that you have presented to Ness. It is important that you provide us with all relevant information, and that the information you provide is correct. You may not use the results of an assignment (including any advice provided) for any other purpose, in any other situation, or for any other intent than that for which Ness performed it. Advice is not a guarantee of a specific result or outcome.

Ness does not provide advice regarding potential tax consequences of the assignment or of the law in any jurisdiction other than Sweden. Nor do we provide advice of a financial or accounting nature. Should Ness make a statement on such a matter, it is only on the basis of Ness's general experience and does not imply that Ness has given any advice. Ness does not accept any responsibility for such statements. Ness can assist you in obtaining such advice from others.

In the course of carrying out an assignment (or otherwise at your request), Ness will discuss issues with you and may provide comments and answers to questions in a non-formalised manner (such as during meetings or telephone calls). An issue that is commented on or answered without due time for consideration, or that is based on incomplete or inaccurate information, should not be considered advice. If such comments or replies form the basis of your action or decision, Ness cannot be held responsible for this.

Ness holds the copyright to and reserves all other intellectual property rights to any and all assignment results. You have the right to use the results of the assignment for the purpose for which they were produced and provided. You may not resell the results of the assignment to any third parties, publish them as part of your marketing, or otherwise make them publicly available without our prior consent.

Ness will communicate with you by e-mail unless otherwise agreed. Ness has spam filters and other security arrangements in place. You should therefore follow up on important e-mails over the phone.

In addition to legal professional privilege, Ness observes general discretion in relation to all assignments. Ness will ensure that the persons who carry out Ness' assignments for you (both employees and persons engaged by Ness) are subject to corresponding confidentiality obligations. Confidentiality does not in itself imply any restriction on Ness (or Ness' employees or persons engaged by Ness) from accepting assignments for anyone other than you, regardless of any competitive situation or other similar circumstances. Ness has the right to inform others about its assignment for you as part of Ness' marketing, if Ness' relationship with you has in any way become public knowledge or is entered into public record.

In cases where anti-money laundering legislation or other law so requires, Ness may be required to collect and retain documentation about you and your identity, hence, Ness may ask you to provide identification documents and other documentation about you, your company, or about another person relevant for the assignment. If you do not provide such documentation as requested by Ness, or if the contents of the documentation so require, Ness may be obliged to immediately terminate the relationship with you, at which point Ness' services will cease immediately and the assignment will be terminated. You are then liable to pay Ness for fees and expenses as if the assignment had been terminated by you.

Ness strives not to receive or process any personal data, if it can be avoided. Please do not share with us personal data for which you have not obtained the necessary consent to transfer to Ness. If, by agreement, Ness receives personal data, or collects personal data within the framework of an assignment, or in connection with or in preparation for or administration of an assignment, we are the data controller for that task. You are responsible for all personal data that you provide to Ness, regardless of whether Ness receives the information with or without agreement.

Ness does not undertake, except as required by attorneys, to archive or otherwise preserve any documents, information or results obtained or submitted prior to, during the performance of, or after an assignment. As we have an obligation to archive and preserve certain documents, we cannot be required to destroy documents or to delete data unless we are required to do so by law.

Unless otherwise agreed, you shall pay a reasonable fee for the performance of an assignment. The determination of the fee is based on the time spent, but is affected by factors such as the complexity of the assignment, the scope, the values to which the assignment relates, any risk to Ness, time allowed and service level provided. Further guidance on reasonable fees can be found in the Code of Conduct. If the assignment or your instruction means that Ness is prevented from taking on another assignment, the fee level may take this into account. In addition to fees, you must reimburse Ness for all costs for travel, accommodation and other costs and expenses. Ness is under no obligation to bear or pay for such costs out of pocket, and may request that they be advanced by you. Ness has the right to request an advance payment for future remuneration, and in certain cases has the right to resign from an assignment if an advance payment is not made.

Ness normally applies monthly invoicing, with a payment term of 10 days net. Set-off or withholding of payment is not allowed. Interest on late payments in accordance with law is charged from the due date. All amounts are exclusive of value added tax. According to the Code of Conduct, Ness may in certain circumstances have the right to suspend all work, ongoing services and other commitments in the event of non-payment or anticipated non-payment, and in such case to withhold all results of an assignment.

Ness is required by law, in certain circumstances, to provide information to the tax authorities about your VAT number (VAT number) and the value of the services we have supplied to you. By engaging Ness, you are deemed to have consented to that we provide such information to the tax authorities in accordance with the applicable rules.

Ness and our business are covered by mandatory liability insurance for lawyers. This insurance, like all insurance, has its limitations. If you desire to obtain additional protection, you undertake to ensure that

Ness and the persons who perform Ness' work for you (both employees and persons engaged by Ness) are covered as insured under your liability insurance, or under a liability insurance policy taken out and paid by you covering the assignment. Ness' liability is limited to what Ness, or you, actually receive from your and our insurance policies. For risk that is not insurable, or which has not been insured by you, Ness' liability for damage (or any other liability to you) caused as a result of Ness' fault or negligence is limited to an amount equal to the lesser of the fee that Ness has received from you in the relevant assignment; or from you in the last twelve months. Any amount which you can, or could reasonably, recover, under any insurance policy taken out or taken out for you, or which you may recover under any contract or indemnity, shall be deducted from and offset against any liability of Ness.

Ness shall not be liable, except as expressly provided for lawyers under the Code of Conduct, for loss of production, profit or other indirect damage, loss, consequential damage or consequential loss. Ness does not accept the obligation to pay any statutory damages or fines. Ness has no liability to third parties, except as expressly provided for lawyers under the Code of Conduct, notwithstanding your use of the results of the assignment or advice. You shall indemnify Ness for any amount paid by Ness to a third party, as a result of any liability arising out of or in connection with you or the assignment.

These Terms and Conditions and its limitations of liability also apply to the persons who carry out Ness' services for you (whether employees or persons engaged by Ness). This limitation of Ness' liability also applies to multiple occurrences of damage, if these are caused by one and the same act or omission or by the same type of act or omission, regardless of when the damage was caused or arose. Claims (in connection with a claim for liability or otherwise) shall be raised in writing to Ness as soon as you have become, or after due diligence should have become, aware of the circumstances on which you base the claim (preclusion), but no later than six months from Ness' last invoice in connection with the assignment (statute of limitations). If Ness or our insurer pays you compensation in respect of your claim, you shall, as a condition of the payment, transfer to us or our insurer the right of recourse against third parties by assignment or subrogation.

These Terms and Conditions, and all matters relating to them, and all matters relating to assignments for you, are governed by and construed in accordance with substantive Swedish law. Disputes shall be submitted to the Gothenburg District Court (*Göteborgs tingsrätt*). However, Ness has the right to choose to bring an action against you for any debt in another court or before any other authority, as well as to institute collection or enforcement action such as an application for an order for payment (*betalningsföreläggande*).

Clients who are consumers may, under certain circumstances, turn to the Swedish Bar Association's Consumer Disputes Board to have fee disputes and other financial claims against us heard. For additional information, see advokatsamfundet.se/Konsumenttvistnamnden.