

## GENERAL TERMS AND CONDITIONS

### 1. Scope

These general terms and conditions (the "Terms") apply to all services provided by EmpLaw Advokater AB ("EmpLaw") to its clients. By engaging EmpLaw, you are considered as having accepted the Terms.

The Terms may be amended by us from time to time. The latest version is always available on our website; [www.emplaw.se](http://www.emplaw.se). Amendments only apply to engagements initiated after the amended version was published on our website.

The Terms are available in Swedish and English. The Swedish version applies to clients residing in Sweden. To other clients the English version apply.

We are obliged to observe the Code of Conduct of the Swedish Bar Association (the "Code of Conduct").

### 2. Services

EmpLaw provides legal advice and services on employment law. Our advice and services are limited to Swedish law. In specific cases, we may express an opinion on the law of other jurisdiction, but this will not constitute legal advice.

As a rule, we confirm that we undertake an engagement by providing a written or oral confirmation.

The engagement is with Emplaw and not with any employee of Emplaw (private individual).

### 3. Fees and expenses

Our fees are in accordance with the Code of Conduct. Unless we agree otherwise, the fees

are based on, inter alia, time spent, the complexity of the work, the qualifications, time constraints, experience and resources required.

All fees are exclusive of value added tax, which will be charged in those cases where we are obliged to do so.

In addition to fees, we charge expenses related to the engagement, unless otherwise agreed. The expenses may, for example, relate to administration, travel and overnight stay.

### 4. Invoicing and payment

Unless otherwise agreed with you in writing, we invoice you on a monthly basis.

Payment of invoices is due within 21 days of the date of the invoice. In the event of non-payment, default interest on the balance owing will be charged from due date until payment has been received in accordance with applicable law.

We may request an advance payment. Any request for an advance payment is not an agreed limit to our fees or our costs.

### 5. Communication

Normally we communicate with our clients and other parties via e-mail. If you prefer that we use secured communication using encryption tools or other forms of communication, you must inform us accordingly. Any costs related to encryption shall be borne by the client.

### 6. Performance of services

We provide our services in accordance with the Code of Conduct and in a way which we consider most adequate and efficient.

Our advice to you is tailored to the circumstances in the particular engagement, the facts presented to us, and your instructions. Accordingly, the advice may not be relied on in any other engagement, matter or used for any purpose other than that for which it was provided. We are entitled to assume that facts and instructions provided by you are accurate and complete.

#### **7. Other advisers**

In case you require advice aside from employment law we have a network of other advisers which complement Emplaw. We will engage such advisors only if you instruct us to do so.

Unless otherwise specifically agreed between us, you agree with such advisers independently of us.

#### **8. Intellectual property rights**

The copyright to the results of our work and advice belong to us. This also applies to other intellectual property rights. However, you are free to use our work or advice for the intended purpose.

#### **9. Conflicts of interest**

Emplaw shall always act in accordance with the client's best interest. We may be prevented from accepting an engagement if there is a conflict of interest in relation to our other clients. Prior to taking on any engagement, we carry out a conflict check in accordance with the Code of Conduct.

#### **10. Confidentiality and disclosure**

We protect information that you provide us with in an appropriate manner and in accordance with the Code of Conduct. However, under certain circumstances we have a legal obligation

to disclose such information. In addition, the Code of Conduct allows us to disclose such information under certain circumstances.

We are in some cases legally obliged to provide information to the tax authorities on your VAT-registration number and the value of the services provided.

With your consent we may disclose information about the engagement on our marketing or as a reference.

#### **11. Processing of personal data**

Emplaw is the controller of personal data processed in connection with engagement enquiries and engagement. Information about our processing of personal data, the rights that the data subjects have in relation to us as data controller, as well as our contact information for personal data processing issues, is set forth in our privacy policy which is published at our website; [www.emplaw.se](http://www.emplaw.se).

#### **12. Termination of engagement**

You may at any time terminate our engagement by making a written request. In such event, you shall pay for work that we have carried out and costs that we have incurred prior to, and as a result of, the termination of the engagement.

The Code of Conduct stipulates the conditions under which we have the right, or the obligation, to resign from an engagement.

After an engagement is completed or otherwise terminated, Emplaw will archive essentially all documents and work results accumulated and generated in connection with the engagement. The documents and work results will be archived for a period of time which, in our assessment, is required for the particular type of engagement, although never for a period shorter than that required by law or the Code of Conduct.

### 13. Limitations of liability

Emplaw's liability is limited to loss or damage suffered by you as a consequence of error or negligence on our part in performing the engagement and is also limited in amount to SEK three million.

Emplaw's liability towards you shall be reduced by any compensation which you may receive under any insurance, agreement or undertaking.

We do not accept any liability for any loss or damage suffered as a result of the use by you of our advice or work results in any other engagement, context or for any other purpose than for which they were given.

We will not accept any liability for loss or damage caused to you as a result of your, or a party involved in the engagement, failure to carry out activities within agreed time scale, or failure to act according to what has been agreed.

We assume no liability for other advisers or professionals, whether for recommending them or for their advice or other services provided.

Emplaw does not accept any liability towards a third party who may use or rely on advice or work results provided by us to a client.

Emplaw is covered by the Swedish Bar Association's compulsory liability insurance.

### 14. Complaints and claims procedure

We are committed to ensuring that you are satisfied with our services. If, for any reason, you are dissatisfied with our performance of the engagement and wish to make a complaint, we request that you notify Annika Elmér as soon as possible.

Any claim related to advice which Emplaw has given may not be made later than six months after the latest of (i) the date of Emplaw's final

invoice in relation to the engagement to which the claim is related; and (ii) the date when you discovered the circumstances which form the basis of the claim or when you could have discovered such circumstances if you had conducted out reasonable enquiries.

### 15. Governing law and dispute resolution

Swedish substantive law governs these terms and conditions and the engagement.

Any dispute, controversy or claim arising out of or in connection with these terms and conditions, the specific terms for the engagement (if any), our engagement or our services, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC"). The Rules for Expedited Arbitrations shall apply, unless the SCC in its 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, Sweden.

Notwithstanding above Emplaw shall always be entitled to commence proceedings for the payment of any amount due to us in any court or authority with jurisdiction over you or any of your assets.

If you are a consumer, disputes due to the engagement or these terms and conditions shall be tried by the Swedish general courts. You are also able to turn the Swedish Bar Association's Consumer Disputes Committee (Sw: Konsumenttvistnämnden) in order to determine fee disputes and other financial claims against Emplaw. For further information, please go to <https://www.advokatsamfundet.se/konsumenttvistnamnden/about-the-committee/>.

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