

# GENERAL TERMS AND CONDITIONS – KOMPASS ADVOKAT AB

## 1. General

1.1 These general terms and conditions (the Terms) shall apply to all legal assignments submitted by a client to Kompass Advokat AB (Kompass), unless otherwise agreed in writing between the client and Kompass.

1.2 The Terms may be amended from time to time. The latest version of the Terms is always available on Kompass' web page: [www.kompassadvokat.se/villkor](http://www.kompassadvokat.se/villkor). Amendments to the Terms apply only to engagements accepted after the amended version was posted on our website.

1.3 The Code of Conduct for Members of the Swedish Bar Association (the Code) applies to all legal services performed by Kompass. The Code is available on [www.advokatsamfundet.se](http://www.advokatsamfundet.se).

## 2. The scope and execution of the assignment

2.1 Kompass and the client will continuously agree on the scope and nature of the legal services, and of the client's and any third party's involvement.

2.2 The client gains, through the hired lawyer, access to Kompass' all lawyers and aggregate expertise. Based on the nature of the assignment, several lawyers may work together in each assignment.

2.3 Kompass provides advice based on Swedish law. The advice Kompass provides to the client is based on the circumstances, facts and legal situation at the time the advice is given. Unless we have specifically agreed otherwise, Kompass is not obliged to update the advice with regard to subsequent changes. Kompass' advice never implies a guarantee of a given outcome. The advice does not cover possible tax consequences.

2.4 Kompass manages any funds that the client may entrust to Kompass in accordance with the Code.

## 3. Fees, costs, payment, etc.

3.1 Unless otherwise agreed, Kompass will issue invoices monthly in arrears for preformed services in accordance with the at any given time applicable hourly fee set by Kompass for the lawyers and associates working at Kompass. Kompass may choose to invoice fees and other compensation after the completion of the assignment. The hourly fee or specified time spent may be adjusted downwards or up with respect of the nature, scope and significance of the assignment, the time spent on the assignment or the experience, skill and urgency required to perform the assignment as well as the results of the preformed services.

3.2 Furthermore, Kompass reserves the right to compensation for reasonable expenses and costs, such as for copying, courier and travel expenses, reasonable hotel expenses and for fees paid to authorities and courts.

3.3 Kompass has the right to charge advance payment for fees and other compensation relating to an assignment and to apply a payment period of ten to thirty days. VAT will be added on fees and other compensation. Interest on overdue payment of two % per month will be added to invoiced amounts that are not paid within thirty days from the date of the invoice. Kompass also reserves the right to charge the client for fees for payment reminders and debt collection costs.

3.4 If possible and upon the client's request, Kompass can provide an estimate of the costs for the assignment. An estimation is based on the available information at the time of the given estimate and is not a fixed quotation or a highest set price.

## 4. Termination of the assignment

4.1 A client may at any time terminate an assignment by giving written notice thereof to Kompass. Otherwise, the assignment shall cease when agreed legal services have been completed and full payment has been made. Kompass has the right to resign from an assignment when allowed according to the Code, intern alia if an invoice is not paid on time.

4.2 A client who directly or through another party takes active measures to recruit Kompass' employees, during an ongoing assignment or within one year of completion of an assignment, shall compensate Kompass with an amount corresponding to twenty Swedish income base amounts, or an amount agreed by the parties.

## 5. Conflicts of interest

The rules on conflicts of interest in the Code shall apply to the assignment and to the relationship between the client and Kompass.

## 6. Liability

6.1 Our liability for loss or damage caused to you due to negligence or breach of contract on our part is limited to SEK 50 million per engagement or, if our fee for the engagement is less than SEK 1 million, SEK 5 million. No reduction of our fees, or other remedies, will be available, and we accept no liability to pay penalties or liquidated damages. The liability shall also be reduced by any amount that may be obtained by you under any insurance or indemnity.

6.2 Kompass are not liable for damages or loss arising from your use of our work results or advice in any other context or for any other purpose than for which it was given.

## 7. Intellectual property rights

Copyright and other intellectual property rights regarding any work results generated by Kompass on behalf of the client belongs to Kompass. The client may only use work results for the purposes for which they were provided, which excludes use for marketing purposes or to distribute the work results to the general public.

## 8. Confidential Information

Each assignment and associated information are subject to confidentiality obligations by Kompass. However, according to the Code the confidentiality obligations does not apply if Kompass disclose information with the client's consent or in connection with a dispute between Kompass and the client. In certain cases, Kompass may be legally obligated to report certain information covered by the confidentiality obligations.

## 9. Retentions of documents, other information and digital communications

9.1 Documents and work results that Kompass, the client or a third party has produced, is stored by Kompass during the assignment as hard copies and/or by electronic means.

9.2 After the completion of the assignment, Kompass will maintain relevant documents and work results generated during the assignment as hard copies and/or by electronic means. Documents and work result will be stored for the time required by the Swedish Bar Association's Code of Conduct.

9.3 All original documents are sent to the client at the termination of the assignment, unless otherwise agreed. Kompass retains copies of the original documents in our files.

9.4 As many other companies, Kompass stores data through cloud services, which may imply that data is stored outside Sweden. If you as a client want to ensure that your information is not stored through cloud services, we can, upon your request, store data regarding your assignment locally.

9.5 Kompass primarily uses digital communications in its contacts with clients and other actors. A client can request that communication with Kompass should not be made digitally or that digital communication shall be encrypted.

## 10. Data protection

For information on how Kompass stores information about our clients' and its employees' personal data, please see [www.kompassadvokat.se/personuppgifter](http://www.kompassadvokat.se/personuppgifter). The client is responsible for providing this information to employees whose personal data is processed by Kompass.

## 11. Anti-Money Laundering

11.1 Kompass may in some cases be obligated to identify potential clients and ownership as well as be informed about the assignment and, in certain cases, assets and the origin of the assets. Kompass may be under a duty to verify the information provided to us, and for that purpose we may obtain information from external sources. The information will be stored for the time required by law.

11.2 Kompass is legally obliged to report suspicions of money laundering or terrorist financing to the Financial Intelligence Unit within the Swedish Police.

## 12. Complaints and claims procedure

12.1 If you have a complaint or claim, please notify the lawyer involved in the assignment and explain why you are dissatisfied as well as the expected damage. The complaint or claim shall be made as soon as you have become aware of the circumstances on which it is based (or could have become known to you after reasonable enquiries) and no later than three months thereafter.

12.2 Swedish law and jurisdiction shall apply to all assignments performed by Kompass. All disputes arising out of or in connection with an assignment shall be referred to a general court.

12.3 If you are a consumer and have a claim against us due to our services, you can (under certain conditions) contact the Swedish Bar Association's Consumer Disputes Committee. Address: Box 27321, 102 54 Stockholm, website: [www.advokatsamfundet.se/konsumentvistrananden](http://www.advokatsamfundet.se/konsumentvistrananden).

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