



# GENERAL TERMS AND CONDITIONS FOR LEGAL SERVICES

**1. GENERAL.** These general terms and conditions for legal services ("GTCs") shall apply to all advice and other legal services performed by MW Legal for its clients ("Services"). All Services are performed by MW Legal and all legal relations regarding the Services is with MW Legal only and not with any entity or individual associated with, employed by or otherwise linked to MW Legal. Upon retaining the services of MW Legal these GTCs shall apply and the client shall thereby be deemed to have accepted the terms hereof for all business relations between MW Legal and the client. These GTCs apply from 1 October 2018 until further notice.

## **2. SERVICES.**

**2.1** MW Legal will perform the Services in accordance with these GTCs and with the efficiency and care as may be expected according to generally accepted and applicable professional standards.

**2.2** The client is responsible for making sure that the requested Services are duly described and in performing the Services, MW Legal depend on the information presented by the client and the instructions provided by the client, however, MW Legal will make efforts to request and take reasonable actions to get access to information needed for the performance of the Services.

**2.3** The performance of the Services will be adapted to the specific assignment and the circumstances, and the facts presented, and the instructions provided to MW Legal by the client. The client may only use the result of the Services for the stated purpose and any use of the results of the Services for any other purpose or situation will be at client's sole risk.

**2.4** The performance of the Services will consider Swedish law only, and not the law of any other jurisdiction. In the event MW Legal reasons about or comments on the legal requirements around any other applicable jurisdictions, such part of the Services is based solely on MW Legal's general experience of business law and legal issues in foreign jurisdictions and does not constitute legal advice. Unless otherwise agreed, the assignment does take into account any tax consequences.

## **3. REMUNERATION.**

**3.1** MW Legal is always striving to provide pragmatic and efficient business legal services at a competitive price. All work be performed on a time and material basis, unless an alternative fee model has been agreed in a specific case.

**3.2** At the client's request, MW Legal may provide an estimate of the fees and provide updates on the accumulated fees as such are incurred. All estimates provided by MW Legal are based on the information MW Legal has access to at the time and is not a quote on the price, unless explicitly denoted as such by MW Legal.

**3.3** Expenses and costs are normally charged in arrears, however, MW Legal reserves the right to require advance payment of any anticipated expenses or forwarding of invoices to the client for payment of expenses and costs may also apply. MW Legal has the right to adjust the hourly rate at the end of each calendar year and shall provide notice to the client of the adjustment. The new hourly rate will then apply for work performed thereafter.

## **4. INVOICING AND PAYMENT TERMS.**

**4.1** MW Legal will invoice the client for Services performed based on billable hours, completion of the relevant tasks and/or milestones as applicable and for all reasonable pass-through costs incurred by MW Legal during the performance of the Services. All prices are excluding VAT and any other taxes, charges or fees shall be borne by the client. Invoicing will be done in SEK on a monthly basis or at any other interval or when the relevant Services have been completed, at MW Legal's discretion.

**4.2** For Services performed on a time and material basis, MW Legal will invoice based on work performed. The invoice will normally outline the actions taken and the contacts made during the performance of the Services, and the applicable hourly rate, hours worked and the total fee.

**4.3** Payment shall be made in the manner specified and by the due date indicated on the invoice. The Parties agree that each payment is a separate transaction, and that the client may not set-off payments against another. If the client is late in making payment, without affecting MW Legal's other rights, MW Legal may suspend or cancel the Services, reject any future request for Services, and charge the client a late-payment charge, from the due date until paid, at the monthly interest rate of 1.5% of unpaid payment or, if less, the maximum amount allowed by law. MW Legal has the right to appoint a collection agency or an attorney to recover any unpaid amounts and the client agrees to pay all such reasonable costs of collection.

**5. CONFLICTS OF INTEREST.** MW Legal will protect and represent the interests of the client and make sure not to be dependent on or have financial or other interests that could affect the objectivity of MW Legal in performing the Services. If there is suspicion that the Services may be in conflict with other interests of MW Legal or another party that MW Legal represents, MW Legal will promptly inform the client of the existence of such circumstances and await the client's further instructions.

**6. COMMUNICATION.** The communication as part of the Services will mainly be done via e-mail, even if there are risks related to security and privacy, unless the client explicitly in writing opposes such means of communication. MW Legal assumes no liability for loss or damages that may arise from such communication.

## **7. COLLABORATION WITH OTHER ADVISORS.**

**7.1** MW Legal may need to cooperate with other consultants or advisors in Sweden and abroad who can provide services to the client regarding specific matters outside MW Legal's expertise.

**7.2** Upon working with other consultants or advisors, such other consultants or advisors shall be deemed to perform services directly to the client and MW Legal is not responsible for recommending them or for the results of the services they provide (regardless of whether they report to MW Legal or if the results of the services are forwarded to the client by MW Legal), unless specifically agreed otherwise.

**7.3** MW Legal is not responsible for any fees or costs that such other consultants or advisors charge, and it is the client's sole responsibility to pay its consultants or advisors any applicable fees and expenses (whether billed to MW Legal or directly to the client). Bills shall normally be addressed directly to the client.

**7.4** If the client requests that MW Legal shall retain the services of another consultant or advisor, such request shall be deemed to include the authority to accept any general terms and conditions of such consultants or advisors, including any limitation of liability, on behalf of the client.

**7.5** MW Legal may, at the request of the client, request proposals of fees from other consultants or advisors and/or agree on fees with such consultants or advisors, however, MW Legal shall not be liable for any proposals and/or agreements.

## **8. INTELLECTUAL PROPERTY RIGHTS.**

**8.1** MW Legal retains the ownership, copyright and other intellectual property rights in and to the results of the Services, which, among other things, means the right to re-use such results for other clients and to distribute the results to the public, however, at all times subject to any obligations of confidentiality set out herein.

**8.2** The client always retains ownership of its business information and has the right to use the results of the Services for the purposes for which it was provided. Unless otherwise agreed, documents or other results of the Services provided by MW Legal to the client may not be distributed to the public or used for marketing purposes by the client.

**8.3** The allocation of intellectual property rights set out herein shall apply regardless of the manner and form in which the results obtained and whether the results obtained from MW Legal alone or with a third party and applies even after the Services have been completed.

## **9. CONFIDENTIALITY.**

**9.1** MW Legal will not disclose any material or information regarding the client's activities which may be regarded as trade secrets or otherwise confidential, except if such disclosure is required by law or governmental regulations or if necessary as part of performing the Services.

**9.2** If MW Legal collaborates with other consultants or advisors, as part of the Services, MW Legal may disclose such material and other information about the client as may be relevant to consultants or advisors in order for them to perform services on behalf of the client.

## **10. LIMITATION OF LIABILITY.**

**10.1** MW Legal is only liable for direct loss or damage suffered by the client as a result of fault or negligence by MW Legal. To the maximum extent permitted by law, in no event shall MW Legal be liable for any indirect, special, incidental, punitive, multiple, exemplary or consequential damages (including but not limited to loss of business, loss of revenue, lost profits, lost data or loss of goodwill) that the client might incur or that may arise from or in connection with the Services, even if MW Legal had notice of the possibility of such damages.

**10.2** All Services are performed by MW Legal and, therefore, no party (be it an entity or an individual) other than MW Legal shall have any liability for Services provided except as may be provided under mandatory law.

**10.3** MW Legal is not liable for any loss or damage incurred by the client as a result of (i) shortcomings in the completeness or accuracy of the information provided by the client or supplied by third parties to MW Legal in connection with the performance of Services; (ii) misleading or false information or omission by other parties; (iii) events beyond MW Legal's control, which events we could not reasonably have anticipated at the time MW Legal accepted the engagement and whose consequences MW Legal could not reasonably have avoided or overcome; (iv) the client's use of the results of the Services in any other context or for any other purpose than for which they were provided; (v) a third party's use of the results of the Services; or (vi) tax being imposed or the risk of tax being imposed on the client as a result of the Services.

**10.4** MW Legal's maximum aggregate liability for any loss or damage suffered by the client as a result of fault or negligence by MW Legal shall, unless the loss or damage was occasioned by intent or gross negligence, be limited to (i) the fee that the client actually paid for the Services on which the claim is based; or (ii) two hundred (200) thousands Swedish kronor; whichever is less. MW Legal shall have no obligation to compensate any further loss or damage relating to or arising out of the Services or otherwise.

**10.5** MW Legal's liability to the client shall always be reduced by any amount which may be obtained by the client under any insurance maintained by or for the client or under any contract or indemnity to which the client is a party or a beneficiary, unless it is contrary to the agreement with such insurance provider or other third party or the client's rights against such insurance provider or other third party will be prejudiced thereby.

**10.6** In the event that a claim against MW Legal is based on a third-party claim against the client, MW Legal shall have the right to assume direction and control of the defense of the claim (including the right to settle the claim solely for monetary consideration), and the client shall cooperate as requested by MW Legal in the defense of the claim.

**10.7** Claims by the client pursuant to these terms and conditions shall be made as soon as possible after the client has become aware of the circumstances on which the claim is based. Claims shall be made no later than twelve months after the date of the invoice MW Legal relating to the Services causing basis for the claim, and hereafter the right to claim loss or damages against MW Legal shall lapse and no longer be valid.

**11. FORCE MAJEURE.** Performance of the Services or any obligations under these GTCs, except for the payment of monies when due, by any party shall be excused and neither party shall be liable for delays and damages to the extent and for so long as such that such performance is prevented or substantially impaired by any act, cause or event reasonably beyond the control of such party.

**12. RELATIONSHIP OF THE PARTIES.** In performing the Services, MW Legal shall act at all times as an independent contractor and shall independently conduct the performance and supervision of all Services. MW Legal and its personnel shall not be regarded as an employee of the client and MW Legal shall be responsible for all matters relating to its personnel. MW Legal may engage subcontractors for the performance of any Services, or any portion thereof, with the client's prior written consent.

## **13. PERSONAL DATA.**

**13.1** Upon retaining the Services of MW Legal, the client shall be deemed to have agreed to MW Legal's processing of personal data for the purposes performing the Services in accordance with law and regulations. The client is responsible for ensuring that all personal data is correct and that the individuals in the form of legal representatives and principals accept the processing of personal data under these terms and conditions.

**13.2** MW Legal is obliged by law in certain situations to control the client's identity and ownership and in some cases the funds and other assets origin. MW Legal may come to ask for identity documents regarding the client and their representatives and beneficial owners as well as for documentation showing the origin of funds and other assets, which information will also be verified. All information and documentation MW Legal obtained during these checks will be retained by MW Legal.

**13.3** If the client requires information about personal data retained and processed by MW Legal as part of the Services or requires such personal data to be changed, such request shall be sent to [info@mwlegal.se](mailto:info@mwlegal.se).

**14. LANGUAGE VERSIONS.** These GTCs shall apply to clients residing outside Sweden. For clients residing in Sweden, the Swedish version of the GTCs ("MW Legals allmänna villkor för affärsjuridiska tjänster") shall apply.

**15. GOVERNING LAW.** The services and these GTCs shall be governed by the substantive laws of Sweden, without regard to provision on the conflict of laws.

**16. DISPUTES.** Any dispute or claim arising out of or in connection with the services and any related legal matters as well as the application and interpretation of these GTCs, shall be exclusively submitted to the district court of Sollentuna, Sweden, in the first instance.