



# Terms of business

## 1. Our business relationship

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These Terms of Business set out the basis on which we provide services ("Services") to our clients.

## 2. Services

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**2.1.** These Terms of Business together with a separate letter or email ("Engagement Letter") will form the contract between us. Unless we agree otherwise, these Terms of Business will also apply to any Services that we may subsequently agree to provide to you.

**2.2.** Your contract is with Advokatfirma DLA Piper Sweden KB ("DLA Piper Sweden" "we" and "us").

**2.3.** Please identify correctly the client which is relying on our Services as our duty is owed only to the entity specified in the Engagement Letter and cannot be relied on by any other entity.

**2.4.** This contract is subject to the applicable legal, professional and regulatory requirements with which we must comply.

**2.5.** Our role is as set out in the Engagement Letter. We will not provide any advice or other services outside that scope, unless we so specifically agree with you. Our Services will not include advice regarding any tax implications arising out of any action or transaction, nor will we provide advice on tax related issues unless specifically agreed between you and us as part of the scope of our Services.

**2.6.** We will give you legal advice on the position as at the date the advice is given. Unless we specifically agree otherwise, we will not provide any advice in respect of changes to law or regulations which occur after the Services have been provided.

**2.7.** We need your input to properly perform the Services and we rely on you to provide us with accurate and complete information about the subject matter and to update such information as necessary.

**2.8.** We may in the Engagement Letter nominate specific individuals with appropriate skills to carry out the Services. However, from time to time we may delegate tasks to other suitably experienced persons.

**2.9.** We are a member of DLA Piper, a global law firm. Each member of DLA Piper is a separate and distinct legal entity. You can find further information on DLA Piper at the Legal Notices page at [www.dlapiper.com](http://www.dlapiper.com).

**2.10.** If so agreed with you or required in the performance of the Services, we may also use other DLA Piper entities to provide services to you.

**2.11.** DLA Piper also has alliances with a number of independent law firms which may (or may not) carry DLA Piper branding in addition to their own name ("Relationship Firm").

**2.12.** Where services are provided to you by any third party advisor (not being a member of DLA Piper) or by a Relationship Firm ("Third Party Advisor") such services will be directed and controlled by such Third Party Advisor. Legal responsibility for the provision of such services will be governed by the engagement agreement entered into between you and the Third Party Advisor. If we instruct any Third Party Advisor on your behalf you will be directly responsible for their fees and disbursements and we do not accept responsibility or liability for the acts, errors or omissions of any such Third Party Advisor.

## 3. Fees

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**3.1.** Unless other fee arrangements have been agreed in the Engagement Letter, our standard hourly rates will apply.

**3.2.** Our hourly rates are subject to review from time to time and are normally adjusted once a year per 1 May. Any fee estimate is given as a guide and the final fee and disbursements may differ from the estimate. If a fixed fee is agreed and the scope of work changes additional work will be carried out on the basis of our standard hourly rates. All estimates or references to fees are exclusive of any applicable sales tax.

**3.3.** We may ask you to pay money on account of anticipated fees, disbursements and expenses. We may decline to act for you or suspend or terminate the provision of Services if you fail to make such a payment upon request.

**3.4.** If we need to instruct, or advise you to instruct, third party service providers you will bear the cost and you will reimburse us for any costs we incur if we instruct on your behalf. We will also charge for expenditure (such as search and enquiry fees, courier charges, travel expenses, copying and court fees) that we incur on your behalf.

**3.5.** Invoices will be issued monthly, unless otherwise agreed with you and become due for payment after 14 days from issuance.

**3.6.** If an invoice is not paid within 30 days of the due date we may charge interest from that date until the bill is paid in full at a rate of eight (8) percentage points higher than Sveriges Riksbanks reference rate (Sw referensränta). If you do not pay on time we may suspend or terminate our services, apply monies held for you towards settlement of our invoice, or retain deeds, documents, monies and other items held for you until our fees, disbursements and expenses have been paid in full.

**3.7.** You will pay us the full amount of any invoice regardless of any deduction, such as withholding tax, that you may be required by law to make.

**3.8.** You will pay the full amount of any invoice regardless of any insurance (for legal expenses or otherwise) that you may have recourse to, and regardless of the amount of reimbursements that you may be entitled to under such insurance.

**3.9.** You will receive an invoice in respect of the Services from the DLA Piper Entity and/or any other entity of DLA Piper which has worked on that matter or (for ease of presentation) a consolidated invoice that sets out the fees of the various DLA Piper entities that have worked on the matter. Where a consolidated invoice is presented to you the lead entity acts only as collection agent and has no authority as agent to negotiate or conclude engagement terms with you on behalf of the other entities involved in your matter.

## 4. Electronic communication

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**4.1.** We may communicate with you by email or through other electronic means which shall not be encrypted unless we have specifically agreed with you to do so.

**4.2.** We are not liable for misdirection, unauthorised interception nor transmission of viruses via electronic communications unless we have caused this by our own negligence or wilful default.

**4.3.** We will not initiate communications with you via instant messaging channels (such as Whatsapp, WeChat or other social media platforms), as we do not have control over these and such use may prejudice the confidentiality of your information. If you communicate with us via instant messaging, we will not be held liable for any data breach which results from transmitting information through these means, nor will we be liable for any direct or indirect loss resulting from a data breach caused by using instant messaging or by third parties intercepting your information. Similarly, we will not be liable for any data breach, breach of confidentiality or any direct or indirect losses which results from transferring, processing or hosting data on data hosting or document sharing applications and technologies that you have specifically requested us to use.

## 5. Client identification

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There are various regulations which require us to properly identify our clients. We may use an electronic identification provider to confirm the identity of individual clients or directors or other officers or owners of clients.

## 6. Conflicts of interest

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The provisions of this clause 6 are subject to the applicable legal, professional and regulatory requirements with which we must comply:

**6.1.** We will not act for any other client where we are already acting for you on that matter and the interests of that other client in relation to the Services are adverse to your own, unless you consent.

**6.2.** Subject to clause 6.1 and any express agreement that we may enter into we are free to act for any other client in any matter (whether or not involving litigation or similar proceedings) even if the interests of the other client are or become adverse to your own. You hereby confirm your consent (to the extent such consent is possible and/or required under any applicable legal, regulatory or other professional restrictions or requirements in any jurisdiction) to such concurrent representation.

**6.3.** You are identified in the Engagement Letter. We do not have a lawyer client relationship with any of your parents, subsidiaries, affiliated entities or any of its directors, officers, shareholders, partners, members or employees in relation to the Services ("Affiliates"). Accordingly, for conflict of interest purposes, we may represent another client whose interests are adverse to your Affiliate's without obtaining your consent, unless otherwise agreed in the Engagement Letter.

**6.4.** If you are a trade association, joint venture, partnership or similar joint entity we do not represent any individual members, ventures or partners.

**6.5.** There may be matters on which you instruct us where we might also be approached to act for other clients (or their financiers) competing for the same asset or objective, for instance:

- as a potential bidder or offeror for a company (or other entity), business or assets,
- as a tenderer for a contract, or
- as a creditor in an insolvency.

You agree that in the event that you no longer instruct us in that matter we may act for such other clients on the basis that separate DLA Piper teams would be established and we will put in place appropriate measures to ensure that the confidentiality of your information is maintained.

## 7. Confidential information

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**7.1.** We will keep confidential all information you provide to us during the course of this engagement. You agree that we may disclose any such confidential information to our professional indemnity insurers, our auditors, any other DLA Piper entity or Relationship Firm and other selected or third parties to whom we outsource certain legal, finance and administrative roles, tasks and functions including without limitation document processing and translation services, waste disposal, IT support, cloud services and other IT service providers, document and information storage and archiving service providers or where required by law or regulation.

**7.2.** You agree that we will not be under any obligation to disclose to you any information of which we owe a duty of confidentiality to another client or any other person and you agree to us acting for you notwithstanding that we may hold such information and further notwithstanding that it may be material to the subject matter of the Services.

**7.3.** If we hold confidential information for you we may act for another client on a matter where such information is material to their matter but we will put in place appropriate measures to ensure that the confidentiality of your information is maintained.

**7.4.** You agree that we may use the data we receive from you for purposes such as analysis, market benchmarking, cost analysis and the further development of technologies, methods, quality standards and services used by or provided by us, on condition that when we use your data for such purposes we ensure that we comply with relevant data protection obligations and that third parties cannot identify you or your data as a result of the data use.

## 8. Limitation of liability

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**8.1.** The aggregate liability of us, any other DLA Piper entity and/or any other DLA Piper Persons in any circumstances for loss or damage arising from or in connection with the Services is limited to the liability cap specified in the Engagement Letter or (if no such sum is specified) EUR10,000,000. For the purposes of this clause 8 DLA Piper Persons means us and any other entity of DLA Piper and in each case the respective members, partners, directors, employees, representatives or agents.

**8.2.** Our duty and liability is to you and no one else.

**8.3.** Any claim in respect of the Services may only be made against us and not against any other entity or person.

**8.4.** The liability of any DLA Piper entity (and/or any other DLA Piper Persons) for loss or damage arising from or in connection with the Services is limited to the proportion of the loss and damage as is just and equitable having regard to the extent of your own responsibility for the loss and damage and that of any other party (regardless of any inability on your part to enforce a claim against such other party due to limitation, a lack of means, reliance by that other party on an exclusion or limitation of liability or otherwise).

**8.5.** If you have agreed with anyone to any exclusion or limit of liability that affects our ability to claim a contribution against such person, our liability to you is reduced by the amount for which we would have been entitled to claim from such other person.

**8.6.** We will not be liable for loss of profits or any indirect or consequential loss or damage arising in connection with the Services.

**8.7.** Nothing contained in clause 8 shall be applicable to the extent that it:

**8.7.1.** constitutes a limitation or exclusion of liability for death or personal injury caused by negligence or constitutes a limitation or exclusion of liability for fraud, gross negligence in relation to professional obligations; or

**8.7.2.** would render any DLA Piper Persons in breach of any applicable and mandatory legal, regulatory or other professional restriction or requirement, provided that in such circumstances the provisions of clause 8 that are deemed to be inapplicable shall only be inapplicable in relation to the DLA Piper Persons who would otherwise be so in breach and shall continue to have full force and effect as regards other DLA Piper Persons.

**8.8.** We will not be liable for any loss or damage arising in connection with any default or other act or omission on the part of any financial institution with which money has been deposited in connection with the Services.

## 9. Intellectual property

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We will retain copyright, intellectual property and proprietary rights in all documents and materials prepared by us during the course of providing the Services. However you are entitled to make use of those documents for the purposes for which they were provided.

## 10. Data protection

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**10.1.** You and we will each act as separate and independent data controllers and will each comply with our respective legal and regulatory obligations in relation to any processing of personal data. Personal data will be processed in such manner and for such purposes as you or we see fit during and/or as part of this engagement to deliver the Services. Unless expressly agreed by us separately in writing, we will not process personal data on your behalf and at your direction as a processor.

**10.2.** We may appoint subcontractors or other external processors as required to deliver the Services (including for example, e-discovery platforms, tracing agents or other 3<sup>rd</sup> party experts). They will process any personal data on our behalf and at our direction. We will conduct appropriate due diligence on external processors and adopt suitable contractual provisions to ensure compliance with all relevant legal and regulatory obligations.

**10.3.** You understand that personal data may be transferred outside the European Union/the European Economic Area and to a third country that is restricted under Chapter V of the EU General Data Protection Regulation or similar legislation ("Restricted Country"). This may include transfers to external processors, as well as to other DLA Piper offices and Relationship Firms. Where necessary, appropriate safeguards will be established to ensure compliance with all relevant legal and regulatory obligations. Where data is transferred to a Restricted Country, and where there is no other lawful mechanism in place to provide adequate protection for the personal data, you and we agree that the Standard Contractual Clauses pursuant to the EC implementing decision (EU) 2021/914, as set out at <http://www.dlapiper.com/controllerclauses> (or as otherwise agreed between the parties in writing), are hereby incorporated and shall apply to such transfer.

**10.4.** We will implement appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.

**10.5.** If either of us becomes aware of, or reasonably suspects, any breach of security that could lead to loss, disclosure or destruction of personal data relating to the Services we shall co-operate with each other to enable each of us (as applicable) to comply with our respective obligations under data protection and/or any other similar laws which may impose an obligation in relation to the management of security breaches.

**10.6.** If either of us becomes aware of any request from a data subject in relation to personal data that are being processed in connection with the Services under Articles 15-21 of the EU General Data Protection Regulation (or similar), the relevant party shall notify the other of such request within 48 hours and provide such assistance as may be reasonably necessary to comply with the relevant obligations under Article 15-21 in relation to that data subject rights request.

**10.7.** If you are an individual, you acknowledge that where we need to process personal data about you to deliver the Services to you, we will be processing personal data for the purposes of performance of a contract with you.

**10.8.** You can find more information about how we process personal data on our external Privacy Notice which can be found at [www.dlapiper.com](http://www.dlapiper.com).

## 11. Mandatory disclosure rules

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**11.1.** Council Directive (EU) 2018/822 of 25 May 2018 on administrative cooperation in the field of taxation introduces mandatory disclosure rules for cross border arrangements ("**Directive**") and was transposed into law in Sweden as the Reportable Arrangements Act (*Sw. Lag (2020:434) om rapporteringspliktiga arrangemang*) and as a new chapter in Tax Procedures Act (*Sw. Skatteförfarandelag (2011:1244)*) (collectively referred to as the "**Acts**").

**11.2.** It is possible that certain aspects of the arrangements which are the subject of our advice, or arrangements which come to our attention during the course of our retainer, may be reportable to a tax authority under the Directive and/or the Acts. The reporting obligation is not limited to aggressive tax schemes or deliberate tax avoidance involving a Swedish or EU taxpayer (wherever in the world they reside), but could apply irrespective of any intention to avoid tax. A DLA Piper entity in one of the EU Member States or in the UK may be an intermediary under the Acts and Directive respectively, and, in such case, has the primary reporting obligation, subject to any attorney-client privilege. Further information about the mandatory disclosure rules can be found at [dlapiper.com](http://dlapiper.com).

**11.3.** Our engagement does not include any advice concerning whether, and to what extent, this arrangement is reportable under the Acts and/or Directive unless we have expressly agreed otherwise. On relevant cross border arrangements, we would be happy, on request, to advise you (as a separate matter) on how the relevant rules may apply to this engagement and how the disclosure rules interact with your entitlement to legal professional privilege so that you may fully appreciate the compliance obligations. Note in particular that the reporting obligation may fall on you, whether you are resident or not in an EU Member State, or the UK, if there is no reporting intermediary under the Directive and/or the Acts, or if the reporting obligation cannot be fulfilled due to any attorney-client privilege or corresponding non-Swedish rules.

## 12. Anti bribery and corruption

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**12.1.** DLA Piper has a strict anti-bribery and corruption policy which applies to all our people globally. We will not directly or indirectly engage in bribery or corruption in any form and have a zero tolerance approach to breach whether it involves private individuals or public officials. We will never accept, solicit, agree to receive, promise, offer or give a bribe, facilitation payment, kickback or other improper payment. In your dealings with us, you must not directly or indirectly engage in bribery or corruption in any form. If any breach of this clause is suspected or known you must notify us immediately.

**12.2.** For this purpose “bribe” means a financial or other advantage, intended to induce a person to give improper assistance in breach of their duty, or to otherwise improperly influence someone with the underlying purpose of obtaining/retaining business, or an advantage in the course of business, and “facilitation payments” are small bribes made to government or public officials to speed up routine administrative processes or other actions.

## 13. Human rights

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We are committed to respecting and supporting all internationally recognised human rights as outlined in the International Bill of Rights and the ILO Declaration on Fundamental Principles and Rights at Work. We will take reasonable steps to identify, prevent or mitigate any adverse human rights impact caused by our business operations and we expect that all of our stakeholders, including our clients, will respect human rights in their activities and business operations. You must advise us if you become aware of any adverse human rights impact which may be caused, contributed to or directly linked to your business operations and which directly relate to the Services.

## 14. Termination

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**14.1.** Our lawyer client relationship will end when we are no longer actively involved in your matter. However, if we believe it is appropriate to do so (subject to the rules of professional responsibility in the jurisdiction from which our Services are provided) we may terminate our representation of you for any reason. If we propose to exercise this right, we shall confirm in writing that we are no longer representing you and we will charge you for all work completed up to the date of our ceasing to act.

**14.2.** We may cease to act for you if the requirements of our client identification or conflicts checking procedures have not been satisfied. If so, no lawyer client relationship will have been, or be deemed to have been established between us.

## 15. Retention of documents

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We will retain your files and documents in compliance with our obligations under EU General Data Protection Regulation (or other applicable legislation) for at least ten years after your matter has been closed by us, or for longer if we are required to do so according to legal or regulatory obligations. We may then destroy such files without further notice or liability to you. If you request your files and documents we may charge you for the costs of copying a duplicate.

## 16. General

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**16.1.** These general terms and conditions, any engagement letters from us to you and all issues in connection with any of them, our engagement and services shall be governed by and construed in accordance with substantive Swedish law.

**16.2.** Any dispute, controversy or claim arising out of or in connection with these general terms and conditions, any engagement letter issued by us to you, our engagement or our services or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules of the SCC Arbitration Institute. The seat of arbitration shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be English unless we and you agree to use Swedish.

**16.3.** All arbitral proceedings conducted with reference to Section 16.2 and all information disclosed or exchanged in the course of such arbitral proceedings, as well as any decision or award made or declared during the proceedings, shall be kept strictly confidential and may not be disclosed to a third party without the express consent of the other party. A party shall however not be prevented from disclosing such information in order to preserve its rights versus the other party or an insurance policy underwriter or if the party is required to so disclose pursuant to mandatory law, regulation or stock exchange rules.

**16.4.** Notwithstanding Section 16.2, DLA Piper shall be entitled to commence proceedings for the payment of any amount due in any court with jurisdiction over you or any of your assets.

**16.5.** Clients who are consumers may, under certain conditions, apply to the Swedish Bar Association's Consumer Dispute Committee to rule on disputes regarding fees or other financial claims against us. For more information, see [www.advokatsamfundet.se/konsumenttvistnamnden](http://www.advokatsamfundet.se/konsumenttvistnamnden).

**16.6.** We will not be liable to you if we are unable to perform our Services as a result of any cause beyond our reasonable control.

**16.7.** Any changes to these Terms of Business must be agreed between us and confirmed in writing.

**16.8.** Your continued instructions in this matter will confirm your acceptance of these Terms of Business.



