



These terms and conditions apply to all services provided to clients by ESILAW Juristbyrå. The codes of conduct applying to members of the Swedish Bar Association and/or other relevant bar associations also apply as a policy within ESILAW Juristbyrå as the general rule. By entering into an agreement with ESILAW Juristbyrå, you are considered to have agreed to these terms and conditions.

1 § Services

1.1 § The Services that is offered by ESILAW Juristbyrå is for example within the following Parts of the Law:

- General counseling
- Criminal law
- Family- and succession law
- Migration law
- Social law
- Tort law
- Business law
- Labour law
- Immaterial property law with specialisation on musical works
- Animal rights

1.2 § The Scope of the Engagement

At the start of an engagement, we normally agree the scope of our services and the people who will perform the work. The scope may later be changed, expanded or reduced, and we may have to change the members who works with your case. If required by the rules of the relevant bar association, we will provide you with written confirmation of the scope of the engagement.

1.3 § The Engagement Party

The engagement letter is a contract between you and ESILAW Juristbyrå and not with any individual person. This applies even if it is your express or implied intention that the work is to be carried out by a specific person or persons. All persons working for, or engaged by, ESILAW Juristbyrå are subject to these terms and conditions and in no circumstances will those persons have any personal liability to you, except as provided by mandatory law.

ESILAW Juristbyrå's General Terms and Conditions 2019-09-09

1.4 § The Definition of the Engagement

For the purposes of these terms and conditions, all aspects of a transaction or a business arrangement will be considered to be a single engagement, even if it involves several legal entities or private individuals, is dealt with by several individuals within ESILAW Juristbyrå, addresses separate legal areas, separate invoices are issued, or we act for several legal entities and/or individuals.

2 § Fees and Expenses

2.1 § Specification of the Fee

We endeavour to provide legal services at attractive fee rates and we are always willing to discuss our fees with you. On request, we will provide you with a fee estimate at the start of an engagement and, depending on the nature of the engagement, we may also agree on a budget or other fee arrangement. All fees are inclusive of value added tax, sales tax and similar taxes, which will be charged at the statutory rate applying in the relevant jurisdiction.

2.2 § Calculating Factors of the Fee

Our fees always accord with the rules of the relevant bar association. Unless we agree otherwise, our fees are based on a number of factors such as:

- (i) time spent;
- (ii) skills and experience required;
- (iii) sums of money involved;
- (iv) risks assumed (if any);
- (v) time constraints; and
- (vi) result achieved.

2.3 § Disbursementscharges

In addition to our fees, disbursements for travel and other expenses may be charged. We normally pay limited expenses on your behalf and charge them in arrear, but we may ask you for an advance to cover expenses or forward the relevant invoice to you for payment. Sales law will be added onto the expenses since these expenses are a part of the services.

2.4 § Clients damages responsibility to part of the positive profit interest at termination of agreement due to hiring of another legal counsel after the agreement has entered into force

In the case that the client without according to ESILAW Juristbyrå reasonable cause terminates the agreement by hiring another legal counsel after the agreement has entered into force between ESILAW Jursitbyrå and the client, orally or in writing, a fee is taken from the client. This fee is the equivalent of 10 % of the remaining full fee that ESILAW Juristbyrå probably would have gained if ESILAW Juristbyrå had remained the legal counsel for the client at the case's fulfillment.

2.5 § Current Contract of Fees with Client

For more information and specified agreements about the fee particularly to your case is referred to the current contract of fees with the client.

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www.esilaw.se

Facebook: @ESILAW Juristbyra

Pocesses F-skatt och company insurance with liability insurance. Bankgiro: 653-4986

3 § Reporting of VAT Registration

In some cases we are legally obliged to provide information to the tax authorities about your VAT registration number and the value of the services we have provided to you. By engaging ESILAW Juristbyrå, you accept that we will provide such information to the tax authorities in accordance with current regulations.

4 § Invoicing and Interest

4.1 § Time for Invoicing

Regular invoices are a good way to keep you up to date on fees incurred and to avoid unpleasant surprises at the end of an engagement. We can also provide you with regular updates on accrued fees. Unless otherwise agreed, we invoice when the engagement is finished by sending an invoice by e-mail or by post, but invoices for parts of the engagement can be a more flexible way for the client and ESILAW Juristbyrå to keep check on the scope of claims during the time of the engagement.

4.2 § A conto – invoice

Instead of invoicing you for work performed during the relevant period, we may issue a preliminary invoice on account. If we do so, the final invoice for the engagement will specify our total fee, less fees paid on account.

4.3 § Retainerdemand

In certain cases, we will request a retainer before we commence work. The retainer will be used to settle future invoices. Our total fee for the engagement may be higher or lower than the retainer. A retainer will be demanded particularly in those cases where credit information has shown a high risk in the client's creditworthiness or for sums above 20 000 SEK including sales taxes.

4.4 § Duedate of the Invoice

Unless otherwise agreed, invoices fall due 30 days after the invoice date.

4.5 § Invoice Addressing

Our invoices for work done will be addressed to you as client.

4.6 § Interest

Each invoice states the date it is due for payment. In the event of non-payment, interest on arrears will be charged from the due date until payment has been received at a rate of 10 % above the referential interest provided by the Swedish Riksbanken, though always at least 10 % of the capital amount due. If no interest rate has been stated on the invoice the interest on arrears will be charged according to 6 § räntelagen.

5 § Client Identification Procedures

5.1 § Client References

New clients may be asked for professional references.

5.2 § Identity Checks

In certain engagements, we are under a statutory duty to ascertain our clients' identity and ownership, and to obtain information about the nature and purpose of the matter, before work is begun. We may therefore ask you to provide us with information including evidence of your identity and/or the identity of any other person involved in the matter on your behalf, and, in the case of legal entities, the individuals having ultimate control over them (the beneficial owners), as well as information and documentation showing the origin of funds and other assets. We are also obliged to verify the information provided to us, and for that purpose may obtain information from external sources. We are obliged to retain all information that we have obtained in conjunction with these checks.

5.3 § Legal Obligation to Report Suspicions of Money Laundering or Financing of Terrorism

We are legally obliged to report suspicions of money laundering or financing of terrorism to the relevant financial intelligence unit. We are also prevented by law from informing you of suspicions or that a report has been, or will be, made to the relevant financial intelligence unit. Where there are suspicions of money laundering or financing of terrorism, we are obliged to decline or cease to act in the engagement.

5.4 § Limitation of Liability due to the Abovementioned Checks

We cannot be held liable for loss or damage caused to you directly or indirectly by our compliance with the obligations we have considered to be incumbent on us under Clauses 3, 5.2 and 5.3.

6 § Data Protection

We are a controller of personal data provided and obtained in conjunction with engagements or otherwise registered when preparing or administering an engagement. We may also supplement personal data by obtaining information from private or public registers. All processing of personal data takes place in accordance with current GDPR. See our privacy policy (integrationspolicy)¹ at www.esilaw.se for more information about how we process personal data.

¹ For now only available in Swedish.

7 § Advice

7.1 § The Scope and Adaptation of the Advice

Our advice is tailored to the circumstances in the specific engagement, the facts presented to us and the instructions you give us. Accordingly, you may not rely on the advice in any other engagement or use it for any purpose other than that for which it was given. Unless we agree otherwise, our advice in a particular engagement does not include advice on either tax or potential tax implications. Our advice is confined to legal matters in the specific engagement, and insofar as we provide mathematical calculations or express views or mention factors relating to non-legal matters, we accept no liability for any potential consequences of this.

7.2 § The Jurisdiction of the Advice

We can only give advice on the legal position in the jurisdictions in which we operate.

7.3 § General Verses Specific Information About Legal Developments

While it is our policy in certain cases and on a general basis to inform our clients and others of legal developments, the advice we give you in an engagement is based on the legal position at the time it is given. Unless we have specifically agreed otherwise, we do not undertake to update the advice we have provided to take account of subsequent changes in the legal position.

7.4 § No Guaranties for Aimed Result of the Engagement

Our advice never implies a guarantee of a given outcome

8 § Limitation of Liability

8.1 § Maximum Compensation Amount for Damage Caused by ESILAW Juristbyrå

Our liability for loss or damage caused to you due to negligence or breach of contract on our part in performing our work is limited to a sum equal to the maximum amount that is stated in the liability insurance in the company insurance. We accept no liability to pay penalties or liquidated damages.

8.2 § Multiple Damages

Limitation of our liability to the sum specified in 8.1 also applies to multiple instances of loss or damage if they have been caused by a single act or omission or the same type of act or omission. This applies regardless of when the loss or damage was caused or incurred.

8.3 § Limitation to Damage de facto

Our liability to you is limited to the loss or damage you incur. Among other things, this means that our liability will be reduced by all sums that may be obtained under any insurance maintained by or for you or under any contract or indemnity to which you are a party or a beneficiary, unless it is contrary to your agreement with the insurance provider or third party, or your rights against the insurance provider or third party are thereby prejudiced.

ESILAW Juristbyrå's General
Terms and Conditions 2019-09-09

8.4 § Third Parties – in General

Except as provided in Clause 8.7, we accept no liability towards any third party due to your use of documents or other advice from ESILAW Juristbyrå.

8.5 § Delays and Force Majeur

Unless specifically agreed, we will not accept any liability arising from failure to meet any target date(s) or failure to complete any part of work for you within a proposed time scale or if we are unable to start or continue our work due to circumstances beyond our control.

8.6 § Taxes

If we have agreed to advise on tax or potential tax implications, our liability for error or negligence does not cover any taxes payable by you, unless it was clear at the time of our advice that you could have achieved your commercial objectives using an alternative structure or method at no additional cost or risk and would thereby have permanently avoided paying those taxes.

8.7 § Specifically about Third Parties

If, at your request, we agree that a third party may rely on a document produced by us or on advice provided by us, this will not increase or otherwise affect our liability, and we will only be liable to that third party to the extent we are liable to you. Any sum paid to a third party as a result of that liability will reduce our liability to you correspondingly and vice versa. If it is separately agreed that a third party may rely on a document produced by us or on advice provided by us, no client relationship will arise between us and that third party. The above also applies where we issue certificates, opinions or the like to a third party at your request.

8.8 § Deliberate Damages

Notwithstanding the other provisions of this clause (Clause 8), ESILAW Juristbyrå will be liable towards you for loss or damage caused deliberately.

8.9 § Who the Liability limitatios applies to

Limitation of liability under these terms and conditions or under any separate agreement with you applies both to ESILAW Juristbyrå and to any lawyer, legal council or any other person who is working or has worked for ESILAW Juristbyrå or who is engaged or has been engaged by ESILAW Juristbyrå.

ESILAW Juristbyrå's General
Terms and Conditions 2019-09-09

9 § Working with Other Advisers

9.1 § Assisting In Finding and Instructing Other Advisers

We will be happy to help you to identify and instruct other advisers in relation to specific matters.

9.2 § Other Advisers' Independence and Liability Limitation

If we instruct, engage and/or work together with other advisers, those advisers will be considered to be independent of us and we assume no responsibility or liability for recommending them to you or for advice given by them, unless we specifically agree otherwise. This applies whether the adviser has given the advice directly to you or via us. We do not accept liability for fees or expenses charged by such advisers, whether paid by us and charged to you as disbursements or whether forwarded to you for payment. Any authority to instruct advisers includes authority to accept a limitation of liability on your behalf.

9.3 § Offers and Contracts with Other Advisers and Liability Limitation

When we instruct other advisers we may, at your request, obtain fee quotes from them and/or agree fee arrangements with them. Although we will assist you in any discussions with other advisers, we do not assume any responsibility for such quotes and/or arrangements.

9.4 § Calculating in Case of Joint or Several Liability and Lack of Liability with other Advisers

If another adviser's liability to you is more limited than our liability, any liability we may have to you as a result of any joint and several liability that we may have with the other adviser will be reduced by the compensation we would have been able to recover from that adviser if its liability to you had not been so limited (regardless of whether that other adviser would have been able to pay the compensation to us).

10 § Insider List

10.1 § Who the Insider List applies to

If you are an issuer of securities that is under a duty to draw up an insider list under Article 18 of the EU Market Abuse Regulation (596/2014/EU), and our engagement gives us access to insider information concerning you or your financial instruments, then, provided we are notified as set out below, we will draw up an insider list of the employees of ESILAW Juristbyrå who have access to the insider information. By engaging ESILAW Juristbyrå, you agree, where applicable, to notify us immediately you consider that certain information to which we have access constitutes insider information in relation to the financial instruments or related financial derivatives issued by you.

10.2 § No Other Particular Registers About Employees' Information Access to Your Engagement

Unless otherwise agreed, we will not keep a list of the employees of ESILAW Juristbyrå who have access to certain information about an engagement for you in any situations other than those specified in 10.1.

10.3 Limited Content in Insider List

Our list will not include information about people with access to insider information other than those employed by ESILAW Juristbyrå.

11 § Communications

11.1 § Ways of Communication and Client's Notice

We communicate with our clients and other parties involved in an engagement in a variety of ways, including via the internet and e-mail. Although these are effective means of communication, they may involve risks for which we cannot accept any responsibility. If you would prefer us not to communicate via the internet or e-mail in an engagement, please notify your responsible person for the client relationship with ESILAW Juristbyrå.

11.2 § Client's Follow-up

Our spam and virus filters and security arrangements may sometimes reject or filter out legitimate e-mails. Accordingly, you should follow up important e-mails by telephone.

12 § Intellectual Property Rights and Confidentiality

12.1 § The Scope of ESILAW Juristbyrå's Immaterial Property Rights

Copyright and any other intellectual property rights in all work results that we generate for clients belong to us, although you have the right to use the results for the purposes for which they are provided. Unless otherwise agreed, no document or other work result generated by us may be generally circulated or used for marketing purposes.

12.2 § Protection of Information

We will protect the information you disclose to us in an appropriate manner and in accordance with the codes of conduct applying to members of the Swedish Bar Association and the rules on data protection or the equivalent in the relevant jurisdiction where we operate.

12.3 § Publically Known Information and Media Management

When a specific engagement has become public knowledge, we may disclose our involvement on your behalf in our publicity material and on our website. Our disclosure may only contain information that is already in the public domain. If we have reason to believe that you may be concerned about our disclosure, we will seek your consent before disclosure is made. Contacts with Media will only take place with regard to this paragraph and/or to what we otherwise has agreed upon with you as client.

ESILAW Juristbyrå's General Terms and Conditions 2019-09-09

12.4 § Right to Disclose Information

If you permit us to engage or work with other advisers on the engagement, we are entitled to provide them with material and other information that we consider may be relevant so the adviser can advise or perform services for you. The same applies to material and other information that we have received as a consequence of the checks and verifications that we have carried out under Clause 5.2.

13 § Conflicts of Interest

We may be prevented from acting for a party if there is a conflict of interest in relation to another client. Before accepting an engagement, we therefore check whether there is a conflict of interest in accordance with the codes of conduct applying to members of the Swedish Bar Association and/or other relevant bar associations. Notwithstanding such checks, circumstances may arise that prevent us from acting for you in an ongoing or future engagement. If this occurs, we strive to treat our clients fairly, taking account of the codes of conduct applying to members of the Swedish Bar Association and/or other relevant bar associations. Accordingly, it is important before and during the engagement that you provide us with any information you consider may be relevant to determine whether or not there is an actual or potential conflict of interest.

14 § Document Management

14.1 § Storage of Documents and Work Results

While an engagement is ongoing we may store documents and work results produced by us or by you or a third party electronically in a central system to provide the team working for you with easy access to necessary information.

14.2 § Storage After the Engagement is Finished

After an engagement has ended, we may keep (and/or store) in a cloud-based service all relevant documents and all relevant work results generated in the engagement for a period we consider appropriate for the particular type of engagement, but in no circumstances for a period shorter than that required by the rules of the relevant bar association.

14.3 § Return of Original and Valuable Documents

Unless otherwise agreed, all original documents will be returned to you when an engagement has ended. If we send valuable documents to you at your request, this will be at your risk. We will keep a copy of those documents for our own records. You can find out more about our archive policy in our privacy policy in a downloadable document on the website www.esilaw.se.

15 § Complaints and Claims Procedures

15.1 § Reclaim and Internal Investigation

We are committed to ensuring you are satisfied with our services and that we meet your expectations. If, for any reason, you are dissatisfied or have a complaint, you should notify the responsible client relationship person with ESILAW Juristbyrå as soon as possible. At your request, ESILAW Juristbyrå will investigate your complaint and endeavour to answer any questions you may have.

15.2 § Duedate for Reclaim

Any claim relating to any matter on which anyone at ESILAW Juristbyrå has advised you should be made to the owner of ESILAW Juristbyrå as soon as you have become aware of the relevant circumstances. No claim may be made more than twelve months after (i) the date the last invoice was issued for the engagement to which the claim refers; or (ii) the date the relevant circumstances were known to you or could have become known to you after reasonable enquiries, whichever is the later. In no circumstances can a claim be presented later than ten years after the advice to which it relates was given.

15.3 § Claims Based on Demands of a Third Party or Authority

If your claim against us is based on a claim against you by a third party, a tax authority or other public authority, we will be entitled to answer and settle the claim on your behalf, provided we indemnify you. If you settle, compromise or otherwise take any action relating to the claim without our consent, we will have no liability for the claim.

15.4 § Right to Recourse Through Transfer or Subrogation

If we or our insurers pay compensation to you for any claim, then, as a condition of the payment, you will be obliged to transfer the right of recourse against third parties by way of assignment or subrogation to us or to our insurers.

16 § Amendments

These terms and conditions may be amended by us from time to time. The latest version is always available on our website: www.esilaw.se. Amendments to the terms and conditions will become effective only in relation to engagements begun after the amended version is posted on our website. A copy of the latest version of these terms and conditions will be sent to you on request, as it is submitted as an appendix to each written contract with a client.

17 § Different Language Versions

These terms and conditions have been produced in Swedish and English. The Swedish version applies to clients domiciled in Sweden. The English version applies to all other clients. English terms used in these terms and conditions are to be construed solely on the basis of Swedish legal tradition and laws, not on the basis of any other country's legal tradition or laws.

18 § Governing Law and Jurisdiction

18.1 § Governing Law

These terms and conditions and all issues concerning them or any matter on which we have advised you are governed by and are to be construed in accordance with Swedish substantive law.

18.2 Jurisdiction (Choice of Court)

Any dispute, controversy or claim that may arise out of or in connection with these terms and conditions or the breach, termination or invalidity of the terms and conditions, any specific conditions governing the matter or concerning any matter on which we have advised or failed to advise you, will be finally settled by a Swedish court (tingsrätt) where ESILAW Juristbyrå has its' main business offices. For now it is Lunds tingsrätt.

18.3 § Consumers

Under certain conditions, clients who are consumers may turn to the Swedish Bar Association Consumer Disputes Committee to have fee disputes and other financial claims against us tried, after that ESILAW Juristbyrå may have been turned into a firm of lawyers. Visit www.advokatsamfundet.se/ Konsumenttvistnämnden for further information. Consumers can also in other cases turn to both Allmänna reklamationsnämnden (ARN) and Konsumentverket.

18.4 § Right to Commence Proceedings in the Jurisdiction of the Client or of the Client's assets

Notwithstanding the clauses above, we are entitled to commence proceedings for the payment of any sum due to us in any court with jurisdiction over you or any of your assets.