

# LegalWorks General Terms

## 1 General

These General Terms apply to Engagements for services which Supplier undertakes to execute for the Client in accordance with a separate Engagement Letter or Purchase Order. These General Terms and Engagement Letter/Purchase Order, together, constitute the Contract between the Supplier and the Client. In the event of a conflict between these General Terms and the Engagement Letter/Purchase Order, the latter shall take precedence. Modifications or supplements to an existing Contract are valid only if they have been confirmed in writing by both Parties.

## 2. Undertaking of the Parties

### 2.1 Supplier's undertaking

Supplier shall execute the Engagement with such proficiency and care as follow from generally accepted principles in the relevant services industries.

### 2.2 The Client's undertaking

The Client shall provide such information as is needed for the Engagement to be executed. Supplier is not liable for errors, delays and additional costs caused by the Client's failure to provide relevant and correct information. Supplier may assume that the information provided by the Client and its representatives is correct and complete. The Client shall ensure that Supplier is promptly informed of any changes in the circumstances of the Engagement. If Supplier requires access to the Client's premises in order to be able to execute the Engagement, the Client shall also provide premises and the other resources which Supplier may reasonably request.

## 3 Processing of personal data

Within the context of the Engagement, and in accordance with the Personal Data Act (1998:204), Supplier or other entity engaged by Supplier will process personal data on behalf of the Client which the Client, itself, has voluntarily supplied, as well as personal data which Supplier or other entity engaged by Supplier has obtained from external databases. Supplier shall perform the procedures required under the Personal Data Act to protect such personal data against unauthorised access, destruction and modification. Supplier shall ensure that whosoever acts on behalf of Supplier performs corresponding procedures.

## 4 Assignment of personnel to the Engagement

### 4.1 Own personnel

If the Parties have agreed specifically on the personnel to be included in the Engagement Team without any specific limitation of the right to change personnel, Supplier may only change personnel if this does not have any significant impact on the Engagement.

### 4.2 Sub-consultants

Supplier may, unless otherwise agreed, appoint subconsultants. Supplier is responsible for the work of the sub-consultant and undertakes to be responsible for the sub-consultant's compliance with the guidelines and undertakings applying to Supplier in relation to the Client.

## 5 Recruitment

The Parties undertake, during the Engagement and for six (6) months after its termination, to refrain – either directly or indirectly through anyone else – from employing, or attempting to employ, personnel who have been involved in the Engagement.

## 6 Fees, disbursements, etc.

### 6.1 Calculation of fees

In the absence of any agreed calculation of the fee, Supplier will charge a reasonable fee in accordance with its generally applied pricing terms. If the Engagement Letter states an estimate Supplier shall inform the Client in writing as soon as it becomes apparent that such estimated fee will be exceeded. The Client shall inform Supplier no later than ten (10) working days following such notification as to whether there are any objections.

### 6.2 Disbursements and taxes

Supplier is entitled to compensation for disbursements and expenses in connection with the Engagement, such as application and registration charges and disbursements for travel and board and lodging. The Client shall also pay to Supplier the value added tax or other tax paid arising from the Engagement.

## 7 Invoicing and terms of payment

### 7.1 Invoicing and terms of payment

Unless otherwise agreed, Supplier shall invoice the Client on an ongoing basis, for the work performed and expenses incurred. The Client shall provide payment not later than thirty (30) days from date of invoice. In the event of delay in payment, penalty interest shall be payable in accordance with the Interest Act (1975:635).

### 7.2 Delayed payment

If the Client fails to pay an invoiced amount on time, Supplier is entitled to immediately discontinue the Engagement until the outstanding amount has been paid in full, and Supplier will, then, be free of liability for any delay or other damage which may result from such cancellation. Supplier is entitled to terminate the Contract in accordance with clause 10 if the Client has not paid an amount due and more than thirty (30) days have passed since the due date.

## 8 Non-disclosure, right of use and intellectual property rights

### 8.1 The Parties' undertaking regarding non-disclosure

Each Party undertakes to refrain from disclosing confidential information on the Engagement to external parties or information on the activities and affairs of the other Party without the written consent of the other Party. Supplier shall, however, be entitled to disclose confidential information to the extent required for execution of the Engagement. Supplier is responsible for any sub-consultant being bound by this non-disclosure undertaking. Confidential information is understood to mean any advice or disclosure, in verbal or written form, of a technical, financial or commercial nature, which has been exchanged between the Parties during the Engagement or of which either of the Parties, in some manner, acquires knowledge as a result of the

## LegalWorks General Terms

Engagement, with the exception of such advice and disclosures as

- are generally known, or become generally known, in a manner other than through breach of the non-disclosure undertaking above, or
- a Party has received from a third party which is not bound by the non-disclosure undertaking above or which the receiving Party has, itself, independently produced or already has knowledge of.

The Parties have the right, and in certain cases the obligation, to disclose confidential information if this follows from law, or arises as a consequence of a professional obligation, or the decision of an authority.

### **8.2 Announcements**

The Parties shall consult with each other prior to issuing any public announcements concerning the Engagement. Supplier shall have the right to refer to the Client as customer, however without disclosing any confidential information concerning the Client and the Engagement.

### **8.3 Intellectual property rights**

The Client shall own all intellectual property rights specifically developed on behalf of the Client during the Engagement. Supplier may, however, unless otherwise agreed in the Engagement Letter, re-use or utilise the knowledge and know-how which it has supplied to the Client through its initiatives, provided that in doing so, it does not contravene clause 8.1. Neither Party may use the trademarks, logos or other marks of the other Party without explicit and written consent.

### **9 Conflicts of interest**

The Parties have undertaken to perform reasonable procedures to examine that the Engagement does not lead to a conflict of interest which may jeopardise the execution of the Engagement and to inform the other Party of any such changed circumstances. When either (or both) of the Parties considers there to be a conflict of interest the Parties shall, however, attempt, to the best of their ability, to find means of resolving the issue so that the Engagement can continue to be executed.

### **10 Period of validity and termination**

#### **10.1 Period of validity of the Engagement Contract**

The Contract will apply from the date stated in the Engagement Letter or from the date on which the Engagement comes into effect, if no start date is specified in the Engagement Letter. The Contract applies until the Engagement has been completed or terminated in accordance with the Engagement Letter.

#### **10.2 Termination – breach of contract**

A Party may, by notification in writing, terminate the Contract with immediate effect if the other Party commits a breach of contract, provided that such deviation is of material significance and that no correction is made within thirty (30) days after a written request thereof.

#### **10.3 Termination – insolvency, etc.**

A Party may, by written notification, terminate the Contract with immediate effect if the other Party is

unable to pay its debts, is subject to bankruptcy or re-organisation procedures or if there is reason to assume that an event of this nature will occur.

#### **10.3 Termination – due to change of personnel**

Each party may by written notification terminate the agreement in the event the assigned consultant is unable to continue to perform the Engagement and provided the Parties do not agree on a replacing consultant.

#### **10.4 Termination – fee**

In the event of termination of the Contract, the Client shall pay to Supplier fees, disbursements and other expenses as referred to in clause 6 to which Supplier, in accordance with the Contract, is entitled up to the time of termination.

### **11 Liability**

#### **11.1 Force majeure**

Supplier is not liable for damages resulting from Swedish or foreign law or from actions by authorities, acts of war, strikes, blockades, boycotts, lockouts or any other similar circumstance outside of the reasonable control of Supplier.

#### **11.2 Limitation of liability**

Damages in cases other than those referred to in clause 11.1 shall be compensated for by Supplier only if Supplier has acted negligently. Supplier is, in no case, liable for loss of production, loss of profit, or any other indirect damages or consequential harm of any nature.

#### **11.3 Maximum amount of compensation**

Supplier's liability for all damages, losses, costs and expenditure in the Engagement is limited to the higher of the fee paid for the Engagement the last three months period under the Contract or five (5) times the price base amount, according to the Social Insurance Code (2010:110) applying when the Contract was entered into.

#### **11.4 Complaints**

The Client shall promptly and no later than three (3) months lodge a complaint in writing with Supplier for such faults or deficiencies in execution of the Engagement as the Client discovers or ought to have discovered. The complaint shall contain clear information on the nature and extent of the fault or deficiency. After a complaint has been made, Supplier shall be granted an opportunity to remedy the fault or deficiency within reasonable time, if possible, prior to the Client demanding compensation. The right of the Client to damages or other compensation is forfeited if the complaint is not made within three (3) months from completion of the Engagement.

### **12 Applicable law**

Swedish law, with the exception of the rules on choice of law, shall be applicable to the Engagement.

### **13 Disputes**

Disputes arising from the Engagement shall be subject to the exclusive jurisdiction of the Swedish Courts.