

General terms & conditions

General terms and conditions, Cirio Advokatbyrå (2021:2)

General

These general terms and conditions apply in all matters (the “**Matter**”/”**Matters**”) for which Cirio Advokatbyrå AB (“**Cirio**”) is engaged by its clients (“**you**”).

In addition to these general terms and conditions, the Code of Professional Conduct for Members of the Swedish Bar Association shall apply in all Matters.

Cirio may modify these general terms and conditions from time to time. The version of Cirio’s general terms and conditions applicable from time to time is available on Cirio’s website, www.cirio.se. Any modification of these general terms and conditions shall only apply in Matters which are commenced after the modification has been published on the website.

Working methods, matters and client control

Cirio will provide you with the resources in the form of persons with the relevant expertise and experience necessary for each Matter.

During the course of a Matter, the resources provided by Cirio may have to be changed. Where so required by any applicable rules, Cirio will send a written confirmation of the scope of the Matter.

In order to develop the relationship between you and Cirio and to aid Cirio in its understanding of your business, one or several of Cirio’s partners will be designated as client relationship partner(s) with the overall responsibility for Cirio’s services provided to you. Cirio will also appoint a member of the Swedish Bar Association (hereinafter referred to as an “**Advokat**”) who is responsible for Cirio’s work in each individual Matter. This Advokat may be the client relationship partner or another Advokat with the relevant expertise for the Matter.

Cirio accepts the Matter as an engagement of Cirio and not as engagement of any person employed by Cirio. This applies even if there is an express or implied wish that the Matter will be carried out by one or more specified individuals. All of Cirio’s partners and other employees will perform their services in a Matter in accordance with these general terms and conditions. These individuals have no personal liability to you other than that which may follow from mandatory law. The agreement regarding the Matter is thus an agreement between you and Cirio and not an agreement between you and any individual related to Cirio.

All issues in a dispute, transaction or other form of business arrangement shall be deemed *one* Matter even if several legal entities or individuals are involved, if different lawyers at Cirio are involved, or if separate invoices are issued.

Cirio’s advice is tailored to the circumstances in the specific Matter in accordance with the relevant facts in the Matter as presented to Cirio. Accordingly, you cannot use or rely on our advice for any purpose, situation or objective other than that for which it was provided by Cirio or at any other time than it was given.

Unless you and Cirio have agreed otherwise in writing, Cirio's advice in the Matter does not include tax law, including but not limited to any potential tax consequences of the Matter.

Cirio's advice in the Matter is solely in respect of Swedish law. If and to the extent Cirio expresses any view on any legal issues in other jurisdictions such views do not form part of Cirio's advice in the Matter. However, Cirio will be pleased to assist you in obtaining the necessary advice from lawyers qualified in any relevant other jurisdictions.

Conflicts of interest

Before we accept any Matter we will conduct a search in relation to whether any conflicts of interest exist, in accordance with applicable law and the Code of Professional Conduct. Notwithstanding our search, circumstances may arise preventing us from representing you during an ongoing or in a future matter. Should this occur we will inform you and will handle the issue with due regard to the Code of Professional Conduct. We therefore ask you to disclose such information to us that you deem may be relevant for our assessment, prior to and during the Matter, of whether an actual or potential conflict of interest exist.

Confidentiality and information

Cirio, its partners and its employees are subject to a duty of confidentiality according to, inter alia, the Code of Judicial Procedure and the Code of Professional Conduct for Members of the Swedish Bar Association. Cirio will not disclose facts which are not in the public domain to any third party unless necessary as an element in carrying out the Matter, in connection with a dispute relating to the relevant Matter or otherwise with your prior consent.

Cirio is legally obliged to collect and preserve evidence and certain documentation regarding circumstances relating to its clients. Accordingly, Cirio may ask you to provide ID documents and other documentation about you, your owner(s) and/or other persons involved in the Matter. Such request may be made also after a Matter has been initiated. If you do not provide the documentation which Cirio requests, Cirio may be legally obliged to terminate the Matter and the relationship with you immediately.

Notwithstanding the duty of confidentiality, Cirio is legally obliged to provide information in conjunction with investigations of certain types of crimes and to provide information about VAT registration numbers and the value of the services provided to you to the Swedish Tax Agency. By retaining Cirio, you consent to Cirio providing such information.

Cirio reserves the right to use information which it obtains during the course of a Matter and which is in the public domain or is otherwise generally known for marketing purposes and for statistical and market surveys performed by a third party.

Cirio's file management is digital and the primary rule is that documents are stored in electronic form only. In those cases where Cirio receives a document and the physical copy does not have independent significance, the document is digitalized and the physical document is then destroyed. Accordingly, Cirio cannot return the documents which it has received but rather only digital copies. Signed agreements and other documents concerning the Matter, physical documents of independent significance, and documents which pursuant to law or other regulation may not be electronically archived, are stored and physically archived.

Personal Data

When Cirio provides services to its clients personal data will be collected and stored. Cirio deals with personal data in accordance with the guidelines of the Swedish Bar Association and Cirio's Data Privacy Notice available at www.cirio.se.

Fees and invoicing

Unless you and Cirio have agreed otherwise, Cirio's fees are determined based on the following factors: (a) the skill and experience required for the Matter; (b) the result achieved; (c) the time spent; (d) the transaction value in the Matter; (e) any risks for Cirio; and (f) the time pressure in the Matter. Cirio's fees will further conform to the rules of the Swedish Bar Association. In addition to fees, costs for outlays will be charged by Cirio to you. Cirio ordinarily covers outlays on your behalf and on-charges them to you in arrears, but Cirio may request advances for such outlays or forward invoices for the outlay to you for payment.

Cirio ordinarily applies monthly invoicing in arrear. Cirio can if agreed with you in advance provide you with regular information about the development of fees accrued in the Matter. Unless you and Cirio have agreed otherwise, the payment terms and conditions for Cirio's invoices are 30 days. Cirio charges penalty interest on arrears pursuant to the Swedish Interest Act in the event of any payment made after the relevant due date.

If you are entitled to compensation from insurances (such as from legal aid insurance) to cover a portion of Cirio's fees, it is nevertheless your responsibility to pay Cirio's fees in the amount and at the rate at which they are invoiced and become due for payment. Insurance does not pay for value added tax and ordinarily has an excess and a fixed maximum amount for the compensation. If your insurer provides an advance or pays part of the fees on account, such payment is not deducted from Cirio's claim until payment is made.

Instead of invoicing you for work performed during a period, Cirio may issue a preliminary invoice on account for its fees. If such invoice is issued, the final invoice for the Matter will state the total fees, and the fees which you paid on account shall be set off against each other.

Cirio reserves the right to request a retainer, both before the work in a Matter commences and during an ongoing Matter. Cirio's right to a retainer applies continuously throughout the Matter. A retainer is used to pay future expenses and fee invoices. Ordinarily, a retainer is first set off against an invoice upon the conclusion of the Matter. Since members of the Swedish Bar are as a rule prevented from requesting a retainer which is greater than the anticipated fee, Cirio's final fee will often be greater than the relevant retainer amount.

Cirio always seeks to provide legal services at attractive rates. Upon request, Cirio will provide you with an estimate of the expected fees for the Matter at the beginning of the Matter and Cirio can also, to the extent appropriate and possible, reach an agreement with you about a budget or other fee arrangements for the Matter.

Cirio reserves the right to review its estimate, budget or other fee arrangements when Cirio has reason to believe that the assumptions on which such arrangements are based are no longer accurate or attainable in relation to the current Matter.

All fees and other amounts are stated exclusive of value added tax.

Limitation of liability

In addition to the provisions stated in these general terms and conditions, Cirio may apply special limitations of liability for certain Matters or part of a Matter. You will be informed of such limitations of liability prior to the work in such Matter (or part thereof) is initiated.

Cirio's liability for loss or damage suffered by you as a consequence of error or negligence on its part in performing work in relation to a certain Matter is limited to a sum equal to five (5) times the invoiced fee for the Matter or five (5) million Euro whichever is higher.

Cirio's liability to you shall be reduced by any compensation which you may receive under any insurance which you have arranged or which has been arranged for you or pursuant to any hold-harmless agreement.

Cirio is not liable for consequences to a Matter (such as if the Matter cannot be completed within a proposed time frame) or other loss or damages which is caused by circumstances outside of its control, and which we could not reasonably have anticipated at the time of Cirio accepting the Matter and which consequences Cirio could not reasonably have avoided or overcome.

Where Cirio has agreed with you in writing to provide advice about potential tax consequences, Cirio's liability shall not include taxes which you must pay unless, at the time the advice was given, it was clear that you could have achieved your commercial objectives by using an alternative structure or method without additional costs or risk to you and then could have avoided payment of such tax (in whole or in part).

Where Cirio, upon your request, agrees that a third party may rely on advice to you or a document which is produced by Cirio for you, this shall not increase or otherwise affect Cirio's liability. The liability of Cirio towards any such third party shall be the same as its liability to you. Any amount which Cirio pays to a third party as a result of such liability shall, on a krona by krona basis, reduce Cirio's liability to you. If Cirio has agreed with you specifically that a third party may rely on advice to you or documents which Cirio has produced for you, Cirio will not assume any advisor liability directly towards such third party.

Where Cirio discontinues carrying out a Matter or discontinues the relationship with you due to a circumstance attributable to you or due to a legal or a professional practice obligation, Cirio shall not have any liability for the loss to which this may lead.

Cirio's limitations of liability under these general terms and conditions or pursuant to a separate agreement with you applies both to Cirio and to all individuals representing Cirio in the Matter.

Working with other advisors

Cirio has a large network of professional advisors in Sweden and abroad and when necessary will be pleased to assist you in finding and instructing such professional advisors.

These other professional advisors will be independent of Cirio and Cirio shall have no liability for advice which they give you or for having recommended them to you. Cirio shall not be liable for any amount charged by such advisors to you.

Where Cirio instructs such other professional advisors on your behalf, Cirio may assist you in obtaining bids for fees or assist you in reaching an agreement on the fees payable for their services. However, Cirio assumes no liability for such bids or agreements.

Communication, marketing and intellectual property rights

In order to make our work processes more effective, we communicate, among other things, electronically via the internet and email and use other forms of electronic tools and solutions. Although these are effective means of communication, they may involve risks for which Cirio cannot accept any responsibility. Cirio kindly ask you to contact your client relationship partner or the Advokat responsible for your Matter should you require particularly protected solutions for communications. Unless you have requested us to specifically avoid communication via internet or e-mail, we may not, unless pursuant to mandatory law, be held liable for damages having arisen as a consequence of our communication via internet or e-mail. Such limitation of liability also applies unless you have requested us to specifically avoid the use of electronic work tools, external technical support, software or systems and/or cloud-based solutions.

Cirio's spam and virus filters and security arrangements can accidentally filter out or block emails concerning the Matter. For this reason, important emails sent to Cirio should be followed up by a telephone call.

Cirio holds copyright and other intellectual property rights to the results of work which is created in a Matter. You are, of course, entitled to use the result for the purpose or purposes for which the work result was produced. Unless otherwise agreed, no document or other work result generated by Cirio may be generally circulated or used for marketing purposes.

Unless you and Cirio have agreed otherwise, Cirio will send all original documents in a Matter to you when that Matter has been concluded. Cirio will retain copies of documents for its own records.

If knowledge of a certain Matter has become known to the general public, Cirio may make public the Matter in its marketing information and on its website. If Cirio's proposed publication of the Matter contains facts which are not already in the public domain, Cirio will obtain your prior consent to any such publication.

Insider list

If you are an issuer of securities and is under a duty to draw up an insider list under the EU Market Abuse Regulation (596/2014/EU) and Cirio in a Matter receives inside information, Cirio will prepare an insider list of the persons at Cirio who have access to such inside information. By retaining Cirio, you agree to notify Cirio immediately when you consider that certain information to which Cirio has access constitutes inside information in relation to the financial instruments or related financial derivatives issued by you.

Cirio will, upon your request, provide you with Cirio's insider list relating to your Matter in an electronic format, provided that the request is presented within five years after it is prepared or last updated.

Complaints, deadlines and dispute resolution

The basis of Cirio's business is that its clients are pleased with how the Matters are performed and that Cirio's advice meets, and hopefully exceeds, expectations. If you are nevertheless dissatisfied or have a complaint against Cirio and/or the persons who have performed the relevant Matter, you must notify the client relationship partner or Advokat responsible for the Matter as soon as possible.

If you wish to make a claim against Cirio you must do so as soon as you learn of the circumstance on which you base the claim after a reasonable investigation, and that such circumstances give rise to a claim against Cirio, however, not later than within twelve months after you have learned of such a circumstance and that such circumstance potentially gives rise to a claim against Cirio.

Where a claim, for which Cirio is liable under these general terms and conditions, is based on a claim made against you by a public authority or third party, Cirio shall, in consultation with you, be entitled to respond to, settle and reach an agreement about such claim together with you. Cirio will indemnify you for your costs and expenses relating to such claim. However, Cirio's liability is in this respect limited to amounts that Cirio has accepted as reasonable in relation to the relevant claim, should you have agreed to a more extensive liability with such public authority or third party contrary to Cirio's reasonable request to dispute such more extensive liability for you.

If Cirio 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 Cirio or to our insurers.

Cirio's agreement with you, our Matters and these general terms and conditions shall be governed by Swedish law.

Disputes relating to these general terms and conditions or any question relating to a Matter shall be conclusively resolved through arbitration pursuant to the rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitral proceedings shall be held in Stockholm.

Notwithstanding the preceding paragraph, Cirio shall always be entitled to choose to commence judicial action against you in any court for claims of payment of due but unpaid amounts or to take other recovery measures, such as an application for an injunction to pay.

The rules of the duty of confidentiality for members of the Swedish Bar contain exceptions for, inter alia, Bar Association members' recovery of their own fee claims. Failure to pay can therefore lead to public disclosure of information which otherwise would have been subject to confidentiality. Recovery measures cannot be performed without your relationship with Cirio becoming publicly disclosed.

Clients who are consumers may under certain circumstances have the right to have disputes relating to fees and other financial claims against us tried by the consumer dispute resolution board of the Swedish Bar Association. For further information please refer to www.advokatsamfundet.se/konsumenttvistnamnden.