

# general terms and conditions for advokatfirman morris ab

**These general terms and conditions apply to all services provided by Advokatfirman Morris AB ("Morris Law") to our clients ("you"). The Swedish Bar Association's Code of Conduct and/or the corresponding rules of other relevant bar associations also apply to our services.**

## i. Morris Law's services

The assignment is an agreement between Morris Law and you, and not with any specific individual employed by or associated with Morris Law. This applies even if it is your express or implied intention that the work must be performed by a specific person or persons. All partners at Morris Law and all persons working for or engaged by Morris Law are subject to these terms and conditions and these persons have no personal liability towards you, unless otherwise provided by mandatory law.

## ii. Fees and expenses

For our work, we are entitled to a reasonable fee, determined as described below, plus applicable VAT.

Unless otherwise agreed, our fee is determined – in accordance with applicable Code of Conduct – taking into account the extent of the engagement, its nature, complexity and importance as well as the expertise of the lawyers performing the work, the result of our work and other such circumstances. As a general basis for determining the fee, we internally assign to each lawyer an hourly rate based on his or her ability, experience and skills. Our rate schedule is revised annually.

In addition to our fees, costs for travel and other expenses may be charged. Normally we pay limited expenses on your behalf and charge them to you, but we may ask for advance payment for expenses or forward the relevant invoice to you for payment.

## iii. Invoicing

Invoicing occurs monthly through so-called progress billing unless otherwise agreed. This means that our fee for each month is finally settled by the following month's invoice.

Invoices fall due 15 days after the invoice date, unless otherwise agreed.

In the event of late payment, Morris Law will charge interest on any overdue amount from the due date until the date of payment in accordance with the Swedish Interest Act.

In some cases, we will request advance payment before we start our work. All advance payments made will be deposited in our client account which is kept separate from our own funds and used to settle future invoices. Unless otherwise agreed, the advance payment must remain in our client account throughout the assignment, and you must pay our invoices on an ongoing basis. Our total fee for the assignment may be higher or lower than the advanced payment. Any surplus from the advance payment will be repaid without delay when our assignment is completed.

Morris Law's goal is to achieve your goals. We accomplish this by providing the expertise and resources required for each assignment. Typically, at the assignment's outset, we agree on the scope of our services and the team members involved. The scope can be adjusted, expanded, or reduced, requiring potential changes to the team members.

To foster personal relationships and enhance our understanding of your business, one of Morris Law's partners will serve as your client relationship partner. This partner holds the overall responsibility for our services to you. Additionally, a designated lawyer will oversee Morris Law's work in each individual assignment.

We always aim to offer competitive fees and packages tailored to a specific matter and client. Upon request, we can provide you with an estimate of our fees at the beginning of an assignment and, depending on the nature of the assignment, agree on other fee arrangements.

Regular invoices are a good way to keep you informed about the fees incurred and avoid unpleasant surprises at the end of an assignment. Upon request, we can provide you with regular updates on accrued fees.

Invoicing can be done on-account, through a partial invoice or a final invoice. On-account means invoicing part of our final fee, without specific attribution to a certain part of our work. In cases where we invoice you on-account, the final invoice will state the total fee for the assignment. Partial invoice means charging a final fee for the part of our work attributable to a particular period. A final invoice means that the entire fee is invoiced in connection with the termination of the assignment.

#### **iv. Identity checks, money laundering and terrorist financing**

In certain matters, we are under statutory duty to ascertain our client's identity and ownership, and to obtain information about the nature and purpose of the matter, before the assignment begins. We may therefore ask you to provide us, among other things, with evidence of your identity and/or the identity of any other person involved in the matter on your behalf and, in case of legal entities, the individuals having ultimate control over them, 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 this purpose we may obtain information from external sources. We will retain all information that we have obtained in conjunction with these checks.

We are required by law to report suspicions of money laundering or terrorist financing to the 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 Financial Intelligence Unit. In cases where there is suspicion of money laundering or terrorist financing, we are obliged to decline or resign from the assignment.

Morris Law is not liable for any damage caused to you directly or indirectly as a result of our compliance with the obligations imposed on us as set out above.

#### **v. Personal data**

Morris Law is the data controller for personal data that is provided in connection with an assignment or that is otherwise registered in connection with the preparation for or administration of an assignment, as well as for the provision of our services in general. See further information about our processing of your personal data on our website: [morrislaw.se/en/articles/our-processing-of-your-personal-data/](https://morrislaw.se/en/articles/our-processing-of-your-personal-data/).

By engaging us, transferring personal data to us and instructing us to process personal data within the scope of our assignments, you confirm that the personal data in question has been collected and transferred to us in a correct and legitimate way and for a purpose that is not incompatible with the purposes set out above and referred to on our [website](#).

If you have any questions about our processing of personal data or would like information about what personal data we process about you, you are welcome to contact us.

#### **vi. Conflict of interest**

We may be prevented from representing you or a party if there is a conflict of interest in relation to another client. Therefore, before we take on an assignment, we 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 controls, circumstances may arise that prevent us from representing you in an ongoing or future matter. Should this occur, we will do our utmost to treat our clients fairly, taking into account the applicable codes of conduct.

Morris Law is not liable for any damage caused directly or indirectly as a result of us being prevented by a conflict of interest from undertaking or fulfilling an assignment for you.

Accordingly, it is important, before and during the assignment, to provide us with any information you consider may be relevant to determine whether or not there is an actual or potential conflict of interest.

#### **vii. Advice**

Morris Law's advice is tailored to the circumstances in the specific matter, the facts presented to us and the instructions you give us. Accordingly, the advice may not be relied on in any other matter or used for any purpose other than that for which it was given. If the advice was not specifically intended to be tax advice, our advice in a particular assignment does not include advice on either tax matters or potential tax implications. Our advice covers legal questions in the specific matter, and to the extent that we express opinions or considerations relating to non-legal matters, we take no responsibility for the consequences that this may have.

The advice we provide to you in an assignment is based on the legal landscape at the time it is given. Unless specifically otherwise agreed, we do not undertake to update the advice we have provided to take account of subsequent changes in the legal landscape.

We operate on the assumption that all information and materials received from you are accurate and complete. In our standard practice, we do not independently verify information or materials provided by you. Morris Law cannot be held liable for conclusions or recommendations drawn from inaccurate or incomplete information or materials supplied by you, or, where applicable, by third parties acting on behalf of you as the client. We will only make an effort to address any gaps in information or materials if

there are clear and evident reasons to believe that the information or materials received are incorrect or inadequate.

The lawyers of Morris Law are only qualified to give advice on the legal landscape in Sweden and Swedish law. However, based on our general experience in dealing with other jurisdictions, we may express views on legal issues in another jurisdiction. This is merely intended to provide the benefit of our experience and such statements shall never constitute legal advice and are not statements for which we take responsibility. However, we are happy to assist you in obtaining the necessary advice from lawyers in other relevant jurisdictions.

**viii. Limitation of Liability**

Morris Law is only liable for direct damage caused to you as a result of our error or negligence in the performance of the assignment. Our liability is limited to a maximum amount of SEK 50 million. This also applies to multiple instances of loss or damage if they have been caused by the same act or omission. If our fee in the assignment through which direct damage has been caused is less than SEK one million, our liability is limited to SEK five million.

Liability shall be reduced by any amount recoverable under any insurance maintained by or for you or under any contract or indemnity to which you are a party or 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.

We will not have any liability to any third party through the use by you of documents or other advice from Morris Law.

Unless specifically agreed, Morris Law will not accept any liability arising from failure to meet any target date(s) or from failure to complete a part of work for you within a proposed time frame. We are also not liable for loss, damage or delay or for our inability to start or continue our work, due to circumstances beyond our control.

If we have agreed to advise on tax matters 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.

Notwithstanding any other provision of these Terms and Conditions, Morris Law will always be liable to you for loss or damage caused by intent or gross negligence.

All limitations of liability applicable to Morris Law under these terms and conditions or any separate agreement with you, will also in all respects extend to the benefit of, and apply to, any partner or former partner of Morris Law and any lawyer or any other person who is working or has worked for Morris Law or who is engaged or has been engaged by Morris Law.

Morris Law has customized liability insurance policies adapted to the needs of our business issued by well-known insurance companies.

**ix. Cooperation with other advisors**

If Morris Law instructs, engages and/or works together with other advisors, those advisors shall be deemed 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. Morris Law is not responsible for any fees or expenses charged by such advisors, whether these are paid by us and charged to you as expenses or whether these are passed on to you for payment.

When Morris Law instructs other advisors, we may, at your request, obtain quotes for fees from them and/or agree on fees arrangements with them. Although we may assist you in discussions with other advisors, we do not accept any liability for such offers and/or agreements.

If you consider that the limitation of liability in these Terms and Conditions is too restrictive in terms of the nature of the assignment you entrust to us, we are always willing to discuss an extension of our liability. Such an extension is only valid by written agreement signed by authorized signatories for Morris Law.

Morris Law has an extensive network of other advisors in Sweden and abroad and is happy to help you find and instruct other advisors on specific issues.

## **x. Communication**

Morris Law communicates with our clients and other parties involved in a matter primarily 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 prefer to communicate in any other way in a matter, please notify your client relationship partner or the responsible attorney.

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

## **xi. Intellectual property rights and confidentiality**

Morris Law retains all intellectual property rights to the material created within the framework of an assignment. Notwithstanding this, you have the right to use the material for the purpose for which the material was produced. Unless specifically agreed, the material developed and prepared may not be used for marketing purposes or disseminated to the general public.

We will treat all non-public information that you provide us with in connection with an assignment as strictly confidential. We will never disclose confidential information unless you as the client have given your specific consent in accordance with generally accepted legal practice or if disclosure is required by law or court order.

Morris Law protects the information you provide us with in an appropriate manner and in accordance with generally accepted legal practice and data protection.

If you permit us to engage or work with other advisors in the matter, we have the right to provide them with material and other information that we consider may be relevant in order for the advisor to be able to give advice to, or perform services for, you. The same applies to material and other information that we have obtained as a result of the checks and verifications that we have carried out in accordance with Section iv above.

When a particular transaction has become public knowledge, we may disclose our involvement on your behalf in our marketing material and on our website. Such information may only contain information that has already come into the public domain. If we have reason to believe that you may be concerned about our disclosure, we will ask for your consent before disclosure of such information is made.

## **xii. Handling and archiving of documents**

Throughout the duration of an assignment, we may electronically store documents and work results produced by us, you or a third party in a system to facilitate access to the necessary information for the team working on your behalf. When an assignment is completed, we will keep (or store with a third party) all relevant documents and all relevant work products generated in an assignment, in paper form or in electronic form, for the period deemed to be adequate for the specific assignment, but not for a period shorter than that required by the rules of the Swedish Bar Association. This means that we cannot always comply with a request to return or destroy a document or work product generated before the archiving period has expired without retaining a copy. Unless otherwise agreed, original documents will be handed over to you when the assignment has ended.

## **xiii. Reporting to tax authorities and others**

Morris Law is legally obligated in certain cases 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 Morris Law, you are considered to have accepted that we will provide such information to the tax authorities in accordance with the current regulations.

Under Council Directive (EU) 2018/822 ("DAC6") and national legislation implementing DAC6, advisors are obliged to provide information about cross-border reportable arrangements to the relevant tax authorities. The statutory duty of confidentiality to which members of the Swedish Bar Association are subject, prevents us from reporting such arrangements unless you expressly instruct us to do so. If you do not instruct us to report the arrangement, you are responsible for ensuring that it is reported by you or your other advisors to the relevant tax authority. Due to our duty of confidentiality, we are also prevented from informing your other advisors of their reporting obligations.

#### **xiv. If you wish to make a complaint or claim against us**

Any claim relating to any advice given by someone at Morris Law shall be made as soon as you become aware of the relevant circumstances on which the claim is based. Claims may not be made later than three months after the later of (a) the date the invoice was issued for the matter to which the claim refers, and (b) the date the relevant circumstances became known to you, or could have become known to you, after reasonable investigations.

If your claim against Morris Law is based on a claim against you by a third party, the Swedish Tax Authority or any other public authority, we will be entitled to answer and settle such claim on your behalf, provided you are indemnified by us. If you settle, compromise or otherwise take any action relating to such claim without our consent, Morris Law shall have no liability for such claim. If you are reimbursed by us for any claim, then, as a condition of such reimbursement, you will be obliged to transfer the right of recourse against third parties by way of subrogation or assignment to us or to our insurers.

Clients who are consumers may, under certain conditions, turn to the Swedish Bar Association's Consumer Disputes Board:  
<https://www.advokatsamfundet.se/konsumenttvistnamnden> or to

the Consumer Disputes Board, Swedish Bar Association, Box 27321, SE-102 54 Stockholm. In this context, a consumer is a natural person who is acting for purposes which are outside his or her trade, business or profession.

#### **xv. Amendments**

These terms may be changed by Morris Law from time to time. The latest version is always available on Morris Law's website, [www.morrislaw.se](http://www.morrislaw.se). Changes to the terms only apply to assignments that begin after the revised version has been posted on Morris Law's website.

#### **xvi. Different language versions**

These terms and conditions have been produced in Swedish and English. For clients domiciled in Sweden, the Swedish version shall apply. For all other clients, the English version applies.

#### **xvii. Governing law and jurisdiction**

Morris Law's assignment and these terms and conditions are governed by Swedish substantive law. Any dispute in connection with these terms and conditions or any matter relating to Morris Law's assignment to you shall be finally settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The seat of arbitration shall be Gothenburg, Sweden.

Arbitration proceedings initiated with reference to the above section, along with the information that arises during the proceedings, as well as decisions or arbitral awards issued in connection with the proceedings, are subject to confidentiality and may not be disclosed to a third party without the express consent of the counterparty. However, a party shall not be prevented from disclosing such information in order to preserve its rights in relation to the other party, an insurer or if there is an obligation to disclose the information under mandatory law or regulation.

Notwithstanding the preceding paragraph, Morris Law will be entitled to commence proceedings for the payment of any amount due to us in any court with jurisdiction over you or any of your assets.

#### **xviii. Equality and diversity**

Morris Law is a firm believer in equal rights and opportunities for everyone regardless of gender, gender identity or expression, ethnic affiliation, religion or other beliefs, disability, sexual orientation or age. We are convinced that diversity, equality and an inclusive culture make people feel and perform better and contribute to increased creativity and accelerated development. It is therefore a natural and integral part of our business to actively work against discrimination and harassment. We set high standards for ourselves in these matters but also expect our clients and partners to respect and, through their actions, make positive contributions to these important matters.

For Morris Law, it is important that you are satisfied with our services and that they meet your expectations. If you for any reason are dissatisfied or have a complaint, you should notify the client relationship partner or the lawyer responsible for the case as soon as possible. We will investigate complaints promptly and try to answer any questions you may have.

Subrogation is a legal term that refers to the way in which a third party, such as an insurer who is obliged to compensate the injured party, can take over the injured party's claim against the person who caused the damage.

The application to the Consumer Disputes Board must be made in writing and within one year of the complaint being made in writing to Morris Law. A prerequisite for the dispute to be examined by the Consumer Disputes Board is that the dispute is not being, nor has been, dealt with or settled by a court. If the client has not contacted Morris Law to discuss the complaint and tried to reach a solution by mutual agreement, but directly turns to the Consumer Disputes Board to have the dispute examined, the Board may reject the application.