

General terms & conditions for Morris Law AB

These general terms and conditions apply to all services provided by Morris Law ("Morris Law") to our clients ("you"). We are part of AGRD Partners (please read more [here](#)).

Morris Law is part of AGRD Partners. A common code of professional conduct (the "Code") applies to all firms within AGRD Partners and, together with these general terms and conditions, governs our services. The version of the Code in force from time to time is available [[here](#)].

01.

Morris Law's services

Our assignment with you 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 lawyers 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.

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 beginning of the assignment's, we agree on the scope of our services and the team members involved. The scope can be adjusted, expanded, or decreased, requiring potential changes to the members of the team.

To foster personal relationships and enhance our understanding of your business, one of Morris Law's lawyers will serve as your client relationship manager. This person holds the overall responsibility for our services to you.

02.

Fees and expenses

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.

Unless otherwise agreed, our fee is charged based on the hours spent multiplied with the hourly rate, applicable at any given time for each lawyer. The tariff is normally revised annually and is determined on the basis of the advising lawyers' knowledge, expertise, skill and the nature of assignment.

All fees are exclusive of VAT, sales tax and similar taxes, which will be charged under the law.

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

03.

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 according to the applicable interest rate 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 on a separate 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.

Regular invoices are a good way to keep you in-formed 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.

04.

Identity checks, money laundering and terrorist financing

According to law, before the assignment begins, we are under the statutory duty for certain matters to ascertain our client's identity, ownership and relationship, to obtain information about the nature and purpose of the matter. 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.

05.

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 in our privacy policy on our website: www.morrislaw.se/en/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.

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.

06.

Conflict of interest

In accordance with the Code, each firm within AGRD Partners shall carry out conflict-of-interest checks in line with the principles set out therein. This means we may be prevented from representing you or a party if there is a conflict of interest in relation to another client. 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, with consideration of applicable rules in the Code.

The firms within AGRD Partners conduct their advisory activities and client work independently and free from influence from AGRD Partners or its owners. Conflict-of-interest checks are therefore carried out solely within the firm engaged by the client and do not extend to other firms within AGRD Partners. Accordingly, other firms within AGRD Partners may represent clients whose interests conflict with those of clients of

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

07.

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.

Morris Law's lawyers can only give advice on the legal situation in Sweden and Swedish law. However, based on our general experience of dealing with other jurisdictions, we may express views on legal issues in other jurisdictions. We do this to share our experiences with you. Such statements never constitute legal advice and are nothing we take responsibility for. However, we are happy to help you obtain necessary advice from, or put you in contact with, legal professionals in other relevant jurisdictions.

08.

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 fifty (50) million (or the equivalent in another currency). 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 (1) million (or equivalent in another currency), our liability is limited to SEK five (5) million. The limitation of liability shall extend to Morris Law's current and former partners, employees, attorneys and other personnel. Any claim may only be brought against Morris Law AB as a legal entity, and not against any individual, except where otherwise mandated by mandatory law.

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 lawyer or former lawyer, or partner of Morris Law and 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.

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.

09.

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.

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

10.

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 manager.

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.

11.

Intellectual property rights

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.

12.

Confidentiality

A fundamental prerequisite for our business and for us to be able to safeguard our clients' interests is that you as client are convinced that what is entrusted to us is not passed on without consent. Therefore, we will treat all non-public information that you provide us before, during and after assignments as strictly confidential. As soon as we have an assignment with you, we undertake strict confidentiality and duty of silence in accordance with these terms and the Code.

We will never disclose confidential information or client related information unless you as the client have given your specific consent or if disclosure is required by law or court order. As an exception, limited client-related information may be disclosed to AGRD Partners' chief legal counsel (or other persons who may be employed or engaged in compliance roles) for the purpose of assisting in conducting conflict of interest checks or to fulfil internal compliance obligations under the Code, provided that such disclosure is necessary, proportionate and subject to appropriate safeguards. This exception does not include other companies within AGRD Partners unless expressly approved by you or regulated by separate internal principles adopted for specific categories of matters under the Code.

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 or that you have given your express consent for us to use. 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.

13.

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 for certain documents by law or what follows from the Code. 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.

14.

Reporting to tax authorities and others

According to Council Directive (EU) 2018/822 (“DAC6”) and national legislation implementing DAC6, advisers are, in certain cases, obliged to report information regarding cross-border reportable arrangements to the relevant tax authorities. This obligation may also include informing other advisers of their duty to report such arrangements to the relevant tax authorities. By engaging our services, you are deemed to have consented to our disclosure of such information in accordance with applicable law.

15.

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.

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 lawyer responsible for the matter or the client relationship manager 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.

Clients who are consumers may, under certain conditions, have the possibility to turn to the National Board for Consumer Disputes (Sw. Allmänna Reklamationsnämnden (ARN)): www.arn.se/om-arn/anmalan/. In this context, a consumer is a natural person who is acting for purposes which are outside his or her trade, business or profession.

The application to the National Board for Consumer Disputes 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 National Board for Consumer Disputes is that the dispute does not fall below the value limit that applies to the area, that the dispute can be examined or has been examined by a board for alternative dispute resolution or the dispute is handled in or decided by court.

You can read more about the conditions for examining a dispute via by the National Board for Consumer Disputes here: www.arn.se/konsument/

16.

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/en. Changes to the terms only apply to assignments that begin after the revised version has been posted on Morris Law's website.

17.

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.

18.

Governing law and jurisdiction

Morris Law's assignment and these terms and conditions are governed by Swedish substantive law. Any dispute, controversy or claim arising out of, or in connection with, these terms and conditions, or the breach, termination, or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the SCC Arbitration Institute. The seat of arbitration shall be Gothenburg, Sweden. The language to be used in the arbitral proceedings shall be Swedish.

However, a consumer, i.e. a natural person acting for purposes which are outside his or her trade, business or profession, shall have the right to request that the dispute be settled by a court of general jurisdiction.

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, or information about negotiations or mediation in connection therewith, 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.

19.

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.

