

## GENERAL TERMS AND CONDITIONS FOR LEGAL ASSIGNMENTS

at

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If we can help you in any way, you are welcome to visit us at our head office at our 800 m2 office premises situated in the centre of Borlänge. Contact us by telephone on 0771-886620 or by e-mail at [admin@rive.se](mailto:admin@rive.se)

### **1. Area of applicability**

These terms and conditions apply to the assignment between the client and RiVe Juridiska Byrå (hereinafter referred to as "the Firm").

### **2. Limitation**

These terms and conditions apply unless other conditions apply under imperative law.

### **3. The legal assignment**

As a main rule, when a prospective client contacts the Firm, the case may be discussed free of charge at a client meeting at the Firm's offices or in some cases on the telephone. The case may also be reviewed to some extent free of charge. The client sets out the problem and the Firm will attempt to estimate the likelihood of success in the case based on existing information. In the initial stages of an assignment, the Firm and the client normally reach an agreement on the purpose and scope of the assignment and on which lawyers will work on the assignment or whether a subcontractor will work on the assignment. If these matters are not discussed or agreed, the Firm is entitled to determine itself which lawyer or lawyers will work on the assignment. In the case of such an assessment, the Firm will mainly consider the size and complexity of the assignment, the profile of the client or the opposing party, the professional sector in which the parties operate, the lawyers' existing or future work commitments or availability, whether the assignment is to be carried out on Swedish or foreign territory and other possible circumstances that may be considered by the Firm to be of significance for the legal results of the assignment. As a starting point, all personnel employed at the Firm are based at the Firm's head office and negotiations and other meetings are held in places by agreement with the opposing party and/or the client or at the Firm's head office, depending on the size and nature of the case and how many lawyers are working on the case or on other circumstances or agreements, etc. The Firm undertakes the assignment as an assignment for the Firm and not as an assignment for an individual lawyer.

### **4. Communication**

Unless the client has instructed otherwise, communication must take place by ordinary e-mail and Internet even though that entails risks from the point of view of security or confidentiality. The client should follow up important e-mails to the Firm or a subcontractor by telephone to verify that they have been received.

### **5. Identity checks**

In accordance with the law, for certain assignments – as a rule before the assignment is taken on – the Firm must carry out checks including checks on the identity and ownership structure of the client and certain companies and persons associated with the client and store satisfactory evidence of this. The client may therefore be asked to show identity documents, etc. or to submit such information to the Firm.

### **6. Suspicion of money laundering or terrorist financing**

The Firm may be required by law to report any suspicion of money laundering or terrorist financing to Finanspolisen [the Swedish Finance Police]. The Firm is legally prohibited from informing the client that any such suspicions exist and that they have been or may be reported.

### **7. Agreements**

If any written or oral quote is issued, the Firm occasionally specifies the fees charged or other information such as details of fixed fees or other similar information. It is not customary for the Firm to make any statement with regard to costs for anything other than the fee itself. Other costs such as fees paid to public authorities, travelling expenses, time expended or other costs will in

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principle always be payable in addition. The starting point is that an agreement on an assignment is entered into at the Firm's head office.

If only an oral agreement exists, it is customary in such cases for it to be recorded (on tape) in the Firm's automatic recording system. The same applies to the Firm's other verbal conversations such as in cases of securing evidence with opposing parties and witnesses or others.

## **8. Billing procedures**

In cases where no agreement has been reached with regard to billing, the Firm is entitled to bill the client whenever the Firm considers it to be appropriate, which may vary from one assignment to another, depending on the size and nature of the assignment, whether the fee for the assignment has been decided as a fixed amount or whether the assignment is carried out on an open account as far as fees are concerned. The Firm always charges for out-of-pocket expenses, time expended and other travelling expenses in addition to the fee. Nevertheless, if the client and the Firm have signed a "Frittmålsavtal" [Free Case Agreement], the terms and conditions set out therein and in the other parts of these general terms and conditions apply in the first instance. Otherwise, the Firm bills for time spent and work carried out or according to what may be considered reasonable. There is always a minimum charge of two hours in all assignments.

The Firm may request advance payment for all or part of an assignment before work is carried out or expenses are incurred. Any such request will not be considered to constitute an estimate or limitation of the Firm's fee or costs for managing the case. Advance payments are deposited in the Firm's client funds account, which is separate from the Firm's other funds.

The due date for bills of fees is normally five to ten days after the issue date. The Firm applies different hourly fees of between SEK 2,250 and SEK 5,000 (including VAT) and these are charged as a minimum per commenced hour of work. Time expended is charged at SEK 1,700 (including VAT) per hour expended. A bill of fees may include a certain number of billed hours. However, this does not necessarily mean that this is the number of calendar hours spent on the case, but only means that the charge will amount to a sum corresponding to a certain number of billed hours if the billed hours in question had been calculated according to the hourly fee specified in the bill of fees. Nevertheless, the actual calculation of the size of the fee is much more complex than a mere calculation of the number of working hours spent on a case. The calculation must be made by the Firm, which is entitled to determine the fee on the basis of factors such as the time spent, the complexity of the case, the expertise, skills and experience involved, the size of the amounts involved in the assignment, any urgency in the case, the scope of other resources required for the assignment, restrictions on the work imposed by the client or working methods, arguments or claims dictated by the client, specific considerations requested by the client, risk factors in the case, administrative burdens taken on by the client, changes in planning regarding the performance of the work required by the client or the case, imposed time limits and results in the case as well as other factors of significance for the size of the fee.

In the case of overnight stays in another place, the Firm applies an accommodation fee of SEK 800 (including VAT) per overnight stay.

The Firm applies interest in accordance with the Interest Act (1975:635) in the event of overdue payment. For business clients, the Firm also applies a fee for delay of SEK 450 in the event of overdue payment in accordance with section 4a of the Act (1981:739) on compensation for debt recovery costs.

### **9. Liability for advice**

The Firm is not liable vis-à-vis the client for the completeness or accuracy of the information that the client supplied to the Firm in connection with the performance of the assignment and nor is it liable for loss or damage arising as a result of misleading, inaccurate information or any omission on the part of the client. The Firm is not liable vis-à-vis the client for any loss or damage arising as a result of the fact that the client made use of the results of the Firm's work or advice in a context or for a purpose other than that for which they were provided. Unless the assignment specifically relates to tax advice, the Firm is not liable vis-à-vis the client for loss or damage arising as a result of the fact that the client, as a consequence of the results of the work or the advice, is charged or risks being charged for tax, supplementary tax or any other item.

### **10. Limitation of liability**

The Firm is only liable for damage suffered by the client if the damage was directly caused by the Firm through error or omission in the performance of the assignment. The Firm is not liable if the client acts contrary to the Firm's advice or if the client, due to negligence, makes its own proceedings or case more difficult. Nor is the Firm liable for damage that may occur as a result of the fact that the Firm withdraws from the assignment due to the fact that the client has acted contrary to advice given or for damage that may occur as a result of the fact that the Firm withdraws from the assignment on legal grounds.

### **11. External consultants**

The Firm may use an external consultant or expert in some assignments. Such consultants or experts must be considered to be independent from the Firm, whereupon the Firm is not liable for advice or actions that any such consultant provides directly to the client or for the consultant's or expert's performance of the assignment in general. The circumstance that the Firm may have proposed or recommended a particular consultant therefore does not mean that the Firm has any liability in relation to the client for that consultant's performance of the assignment. This condition does not apply in the case of consumers.

### **12. Information on personal data in accordance with the Data Protection Regulation (GDPR)**

The Firm is the personal data controller for personal data provided or obtained in connection with an assignment or assignment enquiries. This personal data may be supplemented by data that we obtain from private or public records or other external sources. We process the personal data when evaluating whether we are able to accept the assignment and for administration and performance of the assignment. The data is also processed to enable us to fulfil the obligations imposed on us by law. The personal data may also form a basis for our marketing and client analyses, business development and development of methods and for statistics and risk management. When you engage us, you are thereby considered to have given your consent for us to process your personal data (including personal data that we have obtained from private or public records or other external sources) for the purposes set out in this paragraph. All telephone calls with the Firm may be recorded. These calls are processed in the same way as personal data in general.

As a rule, we also need to process your representatives' and real principals' personal data for the same purpose and in such circumstances you are liable for ensuring that these persons accept that processing. The Firm destroys personal data after a certain period of time. That period may vary from case to case, depending on the nature of the case and other circumstances. Please contact us if you require information on what personal data we process or if you have any other questions about our personal data processing.

### **13. Cancellation, termination and withdrawal when the client is a consumer**

Both the client and the Firm are entitled to terminate or withdraw from the assignment at any time. In the event of termination or withdrawal by the Firm, the client must pay for the work that has already been carried out and for the travelling expenses (see paragraph 15 below) incurred up to the date when the assignment ceases or the date of the withdrawal. The agreements entered into between the Firm and the client are not subject to the provisions of the Act (2005:59) on distance agreements and agreements off business premises, despite the fact that a particular agreement may sometimes have been entered into at a distance with a consumer. The consumer may nevertheless discontinue the assignment at any time – including assignments where the parties have agreed that the legal work must take place for a pre-determined fee. In such cases, the consumer must pay for the work carried out up to that point. The minimum charge is always a lump sum equivalent to the fee for two billed hours calculated in accordance with the lowest possible fee of SEK 2,250 per billed hour. In cases where the fee for the legal work was pre-determined, an ordinary specialist rate is applied instead, consisting of SEK 5,000 per billed hour up to a maximum of the amount of the fee for the legal work that was agreed before the legal work began. However, if a cancellation is issued less than 48 hours before a scheduled physical meeting or negotiation, the minimum permitted charge is instead a lump sum equivalent to 5 billed hours at the lowest possible fee of SEK 2,250 per hour. In addition, the consumer must pay for the other costs and expenses incurred up to the moment when the consumer cancelled the meeting or the service.

### **14. Cancellation, termination and withdrawal when the client is a business client**

Both the client and the Firm are entitled to terminate or withdraw from the assignment at any time if the assignment takes place on an open account. In such a case, the client must pay for the work carried out up to the date when the assignment ceases or the date of the withdrawal, though always for a minimum of 5 hours' work. However, if the assignment is one in which the parties have agreed on a fixed fee, the business client may nevertheless discontinue the assignment before it begins if the business client pays 85% of the agreed fee.

### **15. Travelling expenses**

Travelling expenses for the assignment typically consist of out-of-pocket expenses, time expended, accommodation costs and costs for any overnight stays. These travelling expenses are charged along with the bill of fees relating to the legal assignment or separately. These costs may, for example, be incurred for purchase of tickets, mileage when using a car, costs for travel in a private aircraft, time expended as a result of such travel, or the Firm's accommodation fee incurred in overnight stays at another place. However, no costs in accordance with this paragraph are charged in cases where the client and the Firm have signed what is referred to as a "Frittmålsavtal" [Free Case Agreement] in writing. In all other cases, the travelling expenses described herein are always charged in addition to the fees for the assignment. In the case of expenses other than those paid to Swedish authorities, the client is charged for the expense +15% of the cost.

The Firm's intention is always to travel using the fastest possible means of transport in order to minimise the time expended. That means that the Firm attempts in the first instance to fly to/from the places in question. However, sometimes this is not possible or appropriate, whereupon the lawyer must instead travel using another means of transport such as rail or car. When charging for lawyers' travel in a private aircraft, the total cost charged will always be lower than if the equivalent journey had instead been carried out using any other means of transport such as rail or car.

### **16. Other supplementary services**

It may occur that a settlement agreement also means that the opposing party must pay the client's procedural costs. In such cases, it is customary for the payment to be made to the Firm's client

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funds account and the Firm then charges SEK 1,500 for the administration of client funds. Nevertheless, if the amount exceeds SEK 2 million, the charge is SEK 5,000 for that administration. In cases where the parties fulfil obligations in accordance with a settlement agreement drawn up through settlement of a conciliation amount abroad, in such a way that the entire financial transaction takes place between foreign bank accounts, the Firm is able to assist with the transaction through a subcontractor's client funds account in Luxembourg. In the case of such assistance, the charge is the same as for the administration of client funds in Sweden. When billing, the Firm provides a detailed statement of the items to which the bill of fees relates, though the client is nevertheless entitled to access a full detailed specification if it so requests. Such a detailed specification is considered to take two hours to draw up and the client will therefore be charged for the cost of the work to draw up the detailed specification. The Firm is able to help with producing adequate documentation and certificates intended for the US tax authorities. The same rate of fees as for the assignment in general is charged for the task.

### **17. Procedure in the event of any complaint or claim against the Firm**

Claims connected with advice that the Firm has provided must be filed with the Firm as soon as the client has become aware of the circumstances on which the claim is based. Claims may not be filed more than twelve months after the date on which the circumstances in question became known to the client or could have become known to the client as a result of reasonable investigation. If a client files a complaint or claim after that deadline, the client's claim is lost. If the client's claim against the Firm is based on a claim by a third party, the tax administration or other authority against the client, the Firm will be entitled to respond to, settle and reconcile the claim on behalf of the client provided that the client is indemnified. If the client settles, enters into a conciliation or otherwise takes any action with regard to such a claim without the Firm's consent, the Firm will not be liable for the claim. If the client is compensated for any claim, it must, as a condition for the Firm's compensation, assign the right of recourse against third parties through subrogation or assignment to the Firm or its insurers. In cases where the client wishes to file a complaint or claim against an external consultant or subcontractor, it must be filed directly against the external operator.

### **18. Disputes**

Disputes arising from the assignment must be referred to a general court for settlement.

### **19. Applicable law**

All other parts of the assignment agreement must be subject to Swedish law.

### **20. Legal information and bank details**

RiVe Juridiska Byrå AB

Corporate ID number: 556892-8369

VAT registration number: SE556892836901

Bank giro: 227-4397

Bank giro (client funds): 227-5063

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## **21. Contact details**

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Website: [www.rive.se](http://www.rive.se)

## **22. Office address**

RiVe Juridiska Byrå AB

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