



CONSEGNO LEGAL GENERAL TERMS AND CONDITIONS

1. Scope and Content

The following General Terms and Conditions apply to all advisement and other assignments and services that Consegno Legal AB, org. no. 559514-8114 (Consegno Legal), provides on behalf of its clients. The contract consists of the following parts:

- (a) Assignment Confirmation; which is sent to the client in connection with the acceptance of the assignment and thereby becomes part of the contract. The contract becomes valid when the client has received the Assignment Confirmation.
- (b) General Terms and Conditions; which are available on Consegno Legal's website and sent to the client in connection with the acceptance of the assignment.

In the event of conflict between the content in the Assignment Confirmation and the General Terms and Conditions, the Assignment Confirmation shall be given priority of interpretation.

2. Contact Person and Communication Channels

The client undertakes to provide Consegno Legal with a designated contact person responsible for ensuring that Consegno Legal receives the information and materials needed to fulfil the assignment and that Consegno Legal is provided with the correct billing details and other materials necessary for the administration of the assignment.

The client undertakes to ensure that Consegno Legal is provided with updated contact details to the client, such as address, phone numbers, and email addresses.

3. The Assignment and Its Execution

The advisement given from Consegno Legal in a client matter is, unless otherwise agreed, based on Swedish law and, in applicable cases, EU law. The advisement is tailored to the specific assignment, which means that it is based on the information and circumstances presented in the individual case and applicable law at the time of the execution of the assignment. The client cannot use or rely on the advice in other situations or for a different purpose than that for which the advice was given. Draft versions of our documents and information provided in a matter should be considered preliminary advice. Final advice and information are provided in our final versions of the documents in a client matter.

4. Intellectual Property Rights

Consegno Legal retains intellectual property rights, such as copyright to our work results, advice, and other materials that the client receives. The client has the right to use what has been provided for the purposes agreed in the assignment. Unless otherwise agreed, documents, work results, or other materials produced by Consegno Legal may not be used for any other purpose than what follows from the assignment and may not be distributed or used, e.g. for marketing purposes.



5. Confidentiality and Disclosure

Consegno Legal applies a strict client confidentiality, which states non disclosure of the identity of our clients or their matters at Consegno Legal to third parties, without explicit consent from the client. Consent is considered given when the assignment involves, on behalf of the client, initiating legal action in court or making other contacts with external parties on behalf of the client.

Consegno Legal regularly communicates with clients and others involved in current assignments through various communication channels, such as email, mail, phone and digital meetings. Such communication may involve risks when sensitive information is transferred. Consegno Legal disclaim from liability for any damages that may arise as result of this transfer of information. If the client wishes for special handling or encryption to be used, it is the responsibility of the client to notify Consegno Legal.

6. Assignment Reference

Consegno Legal is permitted to communicate brief information about our participation and other, to the public, already known details about a collaboration project or assignment for marketing purposes after it has become known to the public. This information could e.g. be used as reference to the assignment in offers, on our website or on social media such as LinkedIn

7. Fees and Invoicing

Consegno Legal charges a reasonable fee for performed services and assignments. Unless otherwise agreed, the fee is determined considering the nature, scope, outcome, difficulty and importance of the assignment, as well as the professional skill and experience of the responsible client representative. The fee is charged continuously at a fixed hourly rate, excluding applicable value-added tax (VAT), as stated in the Assignment Confirmation. Consegno Legal reserves the right to additionally charge the client for any other costs and expenses related to the assignment in relevant cases. If any expenses for the client occurs in currencies other than Swedish crowns, we are entitled to compensation for any exchange rate between the invoice date and payment date.

Consegno Legal invoice the client retrospectively for performed work and services at the end of the calendar month in which the work was performed unless otherwise specifically has been agreed. Payment must be made within thirty (30) days from the invoice date. An advance payment may be required to cover specific fees and expenses. The advance payment is made to a separate client funds account. The advance payment is continuously settled as the work progresses and is immediately reported to the client. If specifically agreed, a standing advance may be applied, meaning that the advance payment is not continuously settled but is settled first when the assignment is finally reported.

Regarding advisement or representation of the client in a dispute, the losing party may be ordered to pay the opposing party's legal costs. Regardless of whether the client is the winning or losing party in the current dispute, our client is responsible for full payment to Consegno Legal in accordance with the contract.



8. Limitation of Liability

Consegno Legal is not responsible for the completeness or accuracy of the information provided by the client or others involved in the assignment, nor for any loss or damage connected to omission, misleading, or incorrect information from anyone other than Consegno Legal and its employees. Consegno Legal is not responsible for loss or damage connected to the client's or others' use of work results or advice in a different context or for a different purpose than for which they were given.

If the assignment does not explicitly concern tax advice in a certain matter, Consegno Legal undertakes no liability for taxes, fees, or tax surcharges as a result of the advisement. If such tax advisory assignment is not explicitly agreed upon, it is therefore the client's responsibility to engage a specialized expert regarding any tax consequences.

For client assignments with a fee amount lower than SEK 100,000 excluding VAT, the liability of Consegno Legal is limited to an amount of SEK 3 million. For fee amounts above this level, the liability of Consegno Legal is limited to SEK 10 million. If Consegno Legal is one of several contractors responsible for damage suffered by the client, the firm is not responsible for a larger share of the compensation claim than what the received fee corresponds to the total fees of all contractors.

The client's business relationship in the assignment is with Consegno Legal only and not with any natural or legal person associated with Consegno Legal. Unless otherwise is required by mandatory law, no natural or legal person associated with Consegno Legal shall therefore be individually liable to the client.

9. Termination of the Contract

The collaboration of the parties is based on mutual trust and can be terminated at any time by either party. In the event of termination of the contract by either party, the client is obligated to pay Consegno Legal for performed work and other costs which has occurred until and including the day the assignment ends in accordance with these General Terms and Conditions.

10. Amendments

Consegno Legal reserves the right to make amendments to these General Terms and Conditions. The latest version shall be published on our website; consegnolegal.com and sent to the client upon request.

11. Language Versions

These General Terms and Conditions are provided in a Swedish and an English version. For clients with their registered office or domicile in Sweden, the Swedish version shall be given priority of interpretation in case of conflict between the content of the two versions. For Consegno Legal's other clients, the English version applies.



12. Personal Data

Consegno Legal is the data controller regarding processing of personal data within the scope of the assignment. Information about the processing of personal data and the rights of the registered is described in Consegno Legal's current Privacy Policy.

13. Dispute Resolution

Disputes connected to this contract, these General Terms and Conditions, or other matters relating to Consegno Legal's assignment for the client shall, unless otherwise specifically agreed, be resolved according to Swedish law in general court.