

TERMS AND CONDITIONS

Updated July 2018

1. SCOPE OF THE AGREEMENT

These general terms and conditions govern the contractual relationship between Scandinavian Human Rights Lawyers hereinafter referred to as SHRL and the client.

These general terms and conditions shall apply to all contractual agreements concluded between the client and SHRL. Unless otherwise agreed in writing, client is deemed to have accepted these terms and conditions.

2. CONTRACT AND COMMUNICATION

For each assignment there is a commissioned lawyer. The lawyer in charge of the assignment has full discretion to internally designate the lawyers that he or she believes should handle the assignment.

Assignments can be provided orally or in writing, including via e-mail. SHRL assume that designated contact persons are authorized to leave instructions given by the law firm during the course of the case. This also applies if a written proxy or other documentary evidence proves not to have been disclosed.

The client is obliged to immediately, but no later than one week after receipt of the case agreement to advertise the agreement in any respect, differing from what has been agreed between the parties.

If the client did not leave SHRL with other instructions, the law firm may communicate with the client via email. E-mail is an effective way of communicating but SHRL do not take responsibility for possible risks from security and confidentiality if email. Human rights jurisprudence's spam and virus filters can sometimes reject or filter e-mail, and the client should follow up important e-mails to SHRL by telephone or by other appropriate means.

3. LEGAL FEES

3.1 FEES AND INVOICING

Except for fixed-rate assignments, the following applies to ongoing fee collection of legal services.

Legal services are subject to fair fees, as well as compensation for expenses.

SHRL fees are determined based on the following factors: (a) the skill and experience required for the matter; (b) the result achieved; (c) the time expended; (d) the monetary value to which the matter pertains; (e) any risks for SHRL and (f) the time pressure involved for the matter.

In addition to SHRL's fees, copying, fax and telephone charges with a reasonable amount, costs of travel, accommodation and other expenses may be charged to you. SHRL ordinarily covers smaller expenses on your behalf and charges them to you in arrears.

SHRL ordinarily applies monthly invoicing. Unless you and SHRL have agreed otherwise, the payment terms and conditions are 10-20 days. In the case of advance billing, immediate payment applies. In case of inability to pay the entire invoice amount within the given payment period, there is a possibility of a settlement plan.

All remuneration amounts are excl. VAT, which means that 25% VAT will be added to the fee.

SHRL reserves the right to issue an on-account invoice 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.

3.2 PART PAYMENT AND DELAYED PAYMENT

SHRL shall be entitled to subdivide the client on account, that is, provisional fee without a specific connection to some of the SHRL's work. In the event of invoicing on account, SHRL reserves the right to issue an on account invoice 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

SHRL also have the right to claim advances on fees and expenses. Amount paid in advance will be used to regulate current invoices and / or final invoices. Thus, advance payments are not automatically settled when invoicing occurs.

3.3 DIFFICULTIES WITH PAYMENT AND DEFENSE RATE

In case of late payment, SHRL will be entitled to receive late interest by law. In the event of non-payment, debt collection measures will be taken by payment order at the Enforcement Authority. Notwithstanding the preceding paragraph, SHRL shall always be entitled to choose to commence judicial action against its client for past due claims or to take other recovery measures in a court, such as an application for an injunction to pay. The rules of the duty of confidentiality contain exceptions. 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 Lindahl becoming publicly disclosed.

3.4 LEGAL PROTECTION AND RIGHTS

To investigate the possibility of obtaining legal protection, the client is obliged to inform SHRL if insurance is available. In the event that insurance is available, SHRL will apply for legal protection on behalf of the client at its insurance company.

In case the client's legal protection insurance has been claimed, its remuneration level and payment policy do not constitute a limitation for the law firm to charge the client the agreed fee even if the legal protection granted only covers an hourly cost corresponding to the legal aid standard or other amount below the agreed hourly fee. The insurance cover received by the client from its insurance company is an agreement between the client and the insurance company.

In some cases, clients, who assigns SHRL as a private person, may be entitled to general legal assistance. In such cases, special conditions apply for charging fees.

4. TIME LIMIT, PERSONAL TASK PROCEDURE

4.1 SECRECY

SHRL 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 or with your consent. SHRL partners and its employees are subject to a duty of confidentiality

4.2 PERSONAL DATA

SHRL act as personal data administrator. We treat personal data in such a way and for such purposes as we find appropriate and comply with statutory rules. We may designate personal data counters that treat personal data on our behalf and according to our instructions. We take appropriate technical and organizational measures to protect against unauthorized and illegal processing of personal data and against accidental loss, damage or destruction of personal data. The client agrees that SHRL register personal data and store them in the our internal systems. The client is entitled to access information about the use of the personal data relating to the client. For the purpose of providing agreed services, the client agrees that the SHRL will process or clear the client's personal data, including, if necessary, transfer personal data outside the EU / EEA in order to conduct credit checks, raise credit references, make a client identification, and conduct other investigations and conflicts of interest. Human rights lawyers will process the client's duties in accordance with the Personal Data Act, Data Protection Regulation and the General Data Protection Regulation (GDPR). For further information, see Regulation (EU) 2016/679 of the European Parliament and of the Council. SHRL 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 or with your consent. Also, see our Privacy Notice for details on personal data collection.

5. INHABITANT OF ECONOMIC ASSESSMENT SUBSIDIARIES

The client is aware that SHRL can request and receive credit information on both client and counterparties.

6. PREVENTION

The client has the right to terminate the agreement without giving reasons. SHRL thus have the right to receive compensation for work performed and costs incurred up to the date of receipt of the termination.

SHRL is entitled to terminate the agreement in case the client fails to fulfill its obligations under the agreement, in default of payment, inadequate information or instructions from the client or if the client requires such change in the nature of the assignment, such as it is no longer in consistency with the rights of SHRL.

7. STORAGE OF DOCUMENTS

We retain the clients files and documents for at least ten (10) years after the client's case has been completed by us. We then have no responsibility for these actions and may destroy them without notice to the client in advance. If the client requests to extract his/hers files and documents, we may require reimbursement for administrative costs.

8. HUMAN RIGHTS

We are actively working to promote, support and respect international human rights and we act to identify, prevent or remedy the negative impact on human rights. We expect all our stakeholders, including our clients, to respect human rights in the pursuit of their activities and in their business activities. If the client is aware of the negative impact on human rights that may have been caused in whole or in part by the client's business activities and directly related to the services, the client shall notify the SHRL.

9. IMMATERIAL RIGHTS

Copyright and other intellectual property rights to SHRL's work results belong to the law firm and the client only has the right to use them for the purpose they have been created. In the absence of agreement, documents or other work results may not be publicly distributed or used for marketing purposes.

10. GENERAL PROVISIONS

Swedish law applies to the assignment agreement and the Swedish court shall review any disputes that may arise due to or in connection with this agreement. SHRL can not be held liable if we can not perform the agreed services as a result of a circumstance beyond our reasonable control