

Terms and Conditions for Data Law Center

The general terms and conditions set out in this document apply to all services offered to its clients by Data Law Center Europe AB, 559312-8597, ("DLC") unless otherwise specifically agreed in writing. Client refers to clients who use DLC for the performance of services.

1 The services

- 1.1 DLC shall perform its services in a professional manner. This should mean that DLC in the performance of its services shall maintain a high level of expertise, subject matter knowledge and professionalism.
- 1.2 If DLC engages any subcontractor(s) to perform an assignment, or part of assignments, DLC reserves the right to provide the necessary material and information to it or these for them to perform the assignment.
- 1.3 In the performance of its services, DLC acts on the basis that the instructions, circumstances and other information provided by the client, or otherwise on behalf of the client, are correct, with the truth consistent and give a true picture of the facts. Furthermore, the advice provided is specific based on the case in which the advice is provided within and valid for the legal situation as it was at the time of the advice.
- 1.4 DLC primarily provides advice that is data protection-related, linked to public access and confidentiality, Swedish national security, information security or otherwise related to data law. Advice provided shall not be construed as being of a commercial or tax law nature. Advice should therefore not be understood as if DLC considers that a particular investment or solution should be carried out unless expressly and in writing stated in the advice provided.
- 1.5 DLC's advice relates to Swedish jurisdiction, unless otherwise stated in written instructions related to individual cases that DLC specifically and in writing accepted. In the context of advice in general, general views on the legal situation in other jurisdictions may be provided.
- 1.6 The client may terminate an ongoing assignment at any time unless otherwise agreed in writing in a specific agreement. This is done by the client by informing DLC in writing of such requests. Compensation already paid is not affected by termination or withdrawal of assignments. The termination of assignments by the client does not affect DLC's right to compensation for assignments already performed. DLC has the right to withdraw from assignments if it is required by good practice, delays in payment from the client, that the client provided incorrect information related to assignments or because there is no trust between DLC and the client.

2 Fees and invoicing

- 2.1 Fees for services is agreed on per assignment. All amounts are expressed excluding VAT unless otherwise specifically expressed. The fees for assignments depends on different circumstances, such as the experience needed to perform the assignment, expected results, achieved results, risks related to the assignment, time requirements and time spent. If there are objective reasons, e.g. that new circumstances emerge that affect the performance of the assignment, cost estimates may change during ongoing assignments.
- 2.2 In some cases, DLC may request advances on payment for assignments.
- 2.3 DLC may also charge for any time wasting (time that cannot be charged due to client commitments, such as travel). DLC may also make expenses for the client in the performance of the services. In some cases, DLC may request advances on costs associated with expenses.
- 2.4 Before charging fees according to 2.3, DLC must obtain client approval.
- 2.5 If payment is not made in accordance to the agreement, DLC reserves the right not to perform its services unless the client risk significant legal losses that cannot be eliminated by the client by other means.
- 2.6 As a general rule, DLC bills clients monthly unless otherwise agreed in writing. Unless otherwise agreed, invoices expire 30 days after the invoice date. In the case of late payment,

interest will be charged in accordance with the Swedish Interest Act (1975:635). DLC may charge reminder fees in case of late payment.

3 Confidentiality, communication and security

- 3.1 DLC undertakes to keep everything regarding the client and client information confidential except to the extent that disclosure of information is required or necessary to perform the services or comply with Swedish and European law.
- 3.2 To the extent that the client hands over information that is to be handled with special confidentiality, the client shall bring this to DLC's attention and provide any necessary communication solutions to convey information in line with these requirements. If the client has communicated information over a communication solution, the client agrees that DLC responds to the communication through the same means at the client's risk and responsibility.
- 3.3 If cases that DLC is to perform on the client require special urgency, the client should contact DLC in parallel with the transmission of information.
- 3.4 DLC shall maintain a high internal level of information security in the performance of its services.
- 3.5 Clients shall keep all information obtained by DLC confidential with respect to DLC work processes, security procedures and other possible trade secrets to the extent that such information is not available to the public.

4 Intellectual property rights

- 4.1 The client obtains a non-exclusive right of use for the material produced under the services. Copyright and other intellectual property rights belong to DLC. Material arising as part of the services may not be disseminated or made public without DLC's approval, unless that is the purpose of the mission.

5 Documentation

- 5.1 Documentation created and obtained under the Services is archived as a general rule for a period of ten (10) years.

6 Processing of personal data

- 6.1 DLC may process personal data in the context of the performance of its services. Information about personal data processing is published on DLC's website (www.datalawcenter.se).

7 Responsibility

- 7.1 DLC is liable for damage caused to the client by a lack of performance of the services up to a maximum amount of five (5) times compensation paid or two (2) million SEK. The limitation of liability does not apply unless DLC has acted with gross negligence or intent. DLC is not obliged to issue penalty payments, penalties, price reductions or the like. DLC's liability for damage shall always be reduced by the amount that the client can receive on the basis of insurance, contracts, indemnity obligations or the like.
- 7.2 DLC does not undertake liability due to damage arising from the use of advice or work results outside the intended purpose or scope of the advice or work outcome.
- 7.3 Other advisors and partners shall be considered independent of DLC, regardless of whether the DLC or the client has engaged them as part of the performance of the services. DLC is therefore not responsible for other advisors or partners. This is not affected by whether these report directly to the client or to DLC.
- 7.4 DLC cannot be held liable for any damage caused directly or indirectly by DLC's compliance with good counselling practice or legislation.
- 7.5 DLC is not liable for damage beyond DLC's control. This is regardless of whether or not it is due to circumstances that DLC could have expected in the delivery of the services.
- 7.6 DLC is solely responsible for its services in relation to the client. A party other than the client cannot make claims based on work results or advice provided by DLC.

8 Complaints and dispute resolution

- 8.1 For DLC, it is important that clients are satisfied with the performance of the services. If the client is dissatisfied with the delivery of the services, Mattias Gotthold should be notified as soon as possible on mattias.gotthold@datalawcenter.se.
- 8.2 Complaints based on the assignment performed must be submitted no later than 1) thirty (30) calendar days after the client has discovered current circumstances 2) one (1) calendar year after the last invoice in the assignment to which the claim relates. The complaint shall cover the circumstances which caused the complaint.
- 8.3 If the complaint, and thus the claims against DLC, are based on third parties' claims against the client, DLC shall have the right to respond to, regulate and reconcile the claim on behalf of the client provided that DLC keeps the client unharmed. If the client settles, enters into a settlement or otherwise takes any action in respect of such claim, and this is done without DLC's consent, DLC shall not be liable in any part for such claim.

9 Changes in the Terms of Service and jurisdiction

- 9.1 Swedish law shall apply to these terms and all services performed by DLC to the client. Any dispute relating to DLC's services or DLC shall otherwise be settled by arbitration in accordance with the arbitration rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitration procedure shall be held in Stockholm. English shall be used in the arbitration unless an agreement is reached to hold the procedure in Swedish instead.
- 9.2 The circumstances and outcome of arbitration shall be kept confidential and shall not be disclosed to third parties, without the written consent of the DLC, unless disclosure is required by mandatory legislation. Even if disclosure is required by mandatory legislation, the client shall keep the circumstances and outcome of the arbitration confidential in general.
- 9.3 Notwithstanding 9.1-9.2, DLC may initiate proceedings on claims related to payment for overdue claims before any court having jurisdiction over the client.
- 9.4 These terms and conditions are subject to change. The latest version of the terms and conditions will be available on DLC's website. Conditional changes do not apply retroactively but apply only in new service agreements.