

ADVICE AB

Prices and General T&Cs: Off-the-shelf companies

Off-the-shelf companies – general information

An off-the-shelf company is a legally formed, fully registered limited company that has never traded. The big advantage of an off-the-shelf company is that you can start doing business on the very same day that you buy the off-the-shelf company.

What is included in the price of off-the-shelf companies?

The following legal documents are included in the price of our off-the-shelf companies:

- Minutes of the Extraordinary General Meeting of the limited company
- Articles of Association for the limited company
- Updated register of shareholders
- Supporting documents and accounting guide for the limited company's first transactions
- Certificate of amendment application for submission to the Swedish Companies Registration Office
- General power of attorney to represent the limited company
- Contract note for the purchase of shares in the limited company
- A banking power of attorney, where relevant
- Assistance in conjunction with the registration of the company's trading name
- Company folder with all documents indexed

Once your order has been placed, we will draw up all of the documents required to enable a change in registration with the Swedish Companies Registration Office. We will effect the submission of all documents to the Swedish Companies Registration Office for registration.

Price

The cost of an off-the-shelf company is SEK 11,000, incl. VAT. The cost comprises Advice AB's fee of SEK 6,320, fees of SEK 3,100 payable to the Swedish Companies Registration Office, and VAT totalling SEK 1,580.

By ordering services and products supplied by Advice AB, the Client accepts the following terms and conditions:

1. Definitions

Agreement: these general standard terms and conditions (general terms and conditions) and other documents that comprise part of the agreement between the parties. **Client:** a natural/legal person who/which has entered into an agreement with Advice AB. A proxy who orders a service or product on behalf of another shall equate to a Client. **Service:** the service(s) provided by Advice AB.

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2. General

These terms and conditions apply to the Client and Advice AB in conjunction with the purchase of services provided at any given time. These terms and conditions exclude the application of all other terms and conditions unless otherwise agreed in writing with Advice AB.

3. Services

These general terms and conditions shall apply when ordering services and products from Advice AB.

3.1 Ordering off-the-shelf companies

The submission by the Client of an order form shall, when ordering services relating to off-the-shelf companies, constitute entry into a service purchase agreement between the Client and Advice AB.

Advice AB shall be entitled to decline to provide the service or product ordered. The Client shall not be entitled to represent the off-the-shelf company until such time as they are in receipt of a general power of attorney.

The Client shall, in the event of any breach by the same of this provision that results in damage to Advice AB, indemnify Advice AB against the damage incurred by Advice AB.

3.2 Additional off-the-shelf company services

Prices quoted for off-the-shelf companies apply to the standard off-the-shelf company product. Costs incurred for additional services ordered simultaneously with off-the-shelf companies, such as registration for corporate taxation, translation to another language, etc., shall be debited as additional charges in the manner agreed between Advice AB and the Client.

3.3 Other services

Any additional services ordered by the Client shall be invoiced on an open account basis at the applicable hourly rate or in accordance with a separate agreement between Advice AB and the Client.

3.4 Guarantees

Advice AB guarantees:

- that the company has never traded;
- that the services we provide will be conducted in a professional manner;
- that we will maintain confidentiality with regard to your affairs; and
- that we will make every effort to ensure that the information provided is correct.

3.5 Limitation of liability

Advice AB shall not be liable for any losses whatsoever incurred by the Client, either directly or indirectly, by reason of delays in the processing of off-the-shelf companies that is due to administration by the Swedish Companies Registration Office, the Swedish Tax Agency, or a third party's handling of the matter, which is

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beyond the control of Advice AB. Advice AB shall not be liable for delays in the processing of the off-the-shelf company matter resulting from the information submission by the Client when ordering the service. Advice AB shall not be liable for the non-provision of any service ordered due to circumstances that may reasonably be deemed to be beyond the control of Advice AB (*force majeure*), including but not limited to strikes, terrorist actions, acts of war, fire, actions on the part of official bodies or other forms of public regulation, disruptions to electrical supplies, or telecommunications and/or data communications, natural disasters, political instability or currency fluctuations.

4. Cancellation of an off-the-shelf company order

- Advice AB shall, in the event of the cancellation of an order placed for an off-the-shelf company, be entitled to charge SEK 2,000, ex. VAT, if documents have been drawn up on the basis of the order placed.
- Off-the-shelf companies may only be booked (reserved) for a period of four weeks. The order shall, in the event of the Client requesting a continuation of the off-the-shelf company reservation beyond that point, be deemed to have been placed in accordance with the preceding point.
- Orders for off-the-shelf companies may not be cancelled if a general power of attorney has been issued.

5. Early termination

Advice AB shall be entitled to give notice of the termination of the agreement with immediate effect if the Client has declared bankruptcy or shown other clear signs of insolvency or a deficient willingness to pay.

6. Claims

Claims should be submitted within one (1) month of the date when the party became aware, or should have become aware, of the circumstances on which the claim is based. Claims should be submitted in writing.

7. Disputes

Disputes shall initially be resolved through negotiation and agreement. If the parties are unable to agree, the dispute shall be resolved in a public court of law. The court of first instance in the event of any disputes between Advice AB and a Client that is a person carrying on business activities shall be the Stockholm District Court.

8. Other

These general terms and conditions (standard terms and conditions) shall apply from 1 November 2017 (incl.).