



General Terms and Conditions

Hola Gato AB · Version 1.0 · Updated 19 October 2026 · Applies from 19 October 2026

Parties

Consultant	"Hola Gato"	Hola Gato AB, reg. no. 559587-4834, Frödings allé 15, 443 31 Lerum, Sweden
Client	"the Client"	The company or organisation that gives Hola Gato an assignment

Hola Gato and the Client are together referred to as the "Parties" and each as a "Party".

Key terms

The key terms are a summary. The binding text is in Clauses 1–14.

Service types	Subscription, hour bank, project, and training and seminars. See Clause 2.1.
Price	As set out in the Assignment Agreement. VAT is added. See Clause 5.1.
Invoicing	Subscription and hour bank in advance. Projects with 50% at start and 50% on delivery. Training and seminars at booking. See Clause 5.2.
Payment	Within fifteen (15) days of the invoice date. See Clause 5.3.
Subscription term	Calendar months in periods of three (3) months that renew automatically. Notice no later than one (1) month before the end of the period. The Client pays for the whole period, even if the subscription is ended early because of the Client. See Clause 12.1 and Clause 12.2.
Hours	All hours are valid for three (3) months from the invoice date. After that they expire. See Clause 3.2.
Confidentiality	The Client's information without time limit. Hola Gato's information for three (3) years after the assignment. See Clause 6.3.
Rights	The Client owns the finished work product. Hola Gato keeps its templates, methods and know-how. See Clause 7.1.
Liability	At most the fees invoiced during the last twelve (12) months, and never more than SEK 500 000. See Clause 10.2.
Claims	In writing within ninety (90) days of awareness, and no later than twelve (12) months after the assignment ended. See Clause 10.5.
Cancellation	Full fee if a Session is cancelled later than seven (7) days before it starts. See Clause 12.4.
Disputes	Good faith negotiation first. Then the general courts, with the Gothenburg District Court as first instance. Swedish law applies. See Clause 14.1.



Language	The Terms exist in Swedish and English. The English version prevails if they differ. See Clause 1.6.
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1. About the Terms

- 1.1. **What the Terms apply to.** These general terms and conditions are referred to as the Terms. The Terms apply to all services that Hola Gato performs for the Client, for example legal advice, strategic advice, business development, training, seminars and workshops. The services are referred to as the Services.
- 1.2. **How the Terms become part of the agreement.** The Terms apply to every assignment, whether or not an agreement has been signed. The Client accepts the Terms when the Client does any of the following:
- gives Hola Gato an assignment,
 - receives a deliverable from Hola Gato, or
 - pays Hola Gato.
- 1.3. **Which documents apply and in what order.** If the documents that apply to an assignment say different things, the data processing agreement prevails first on matters concerning the processing of personal data, the Assignment Agreement second and the Terms third.
- 1.4. **What Hola Gato is and is not.** Hola Gato is not an advokatbyrå, meaning a law firm whose lawyers are members of the Swedish Bar Association, and is not bound by the Bar Association's rules. Hola Gato's advice concerns Swedish law and EU law. Hola Gato never gives advice on tax law or tax matters.
- 1.5. **Changes to terms and prices.** Hola Gato may change the Terms and, once per calendar year, its prices. Hola Gato must give notice of the change in writing and publish new Terms on holagato.se. A change applies as follows:
- for new assignments, from the day the change is published or notified,
 - for a subscription, from the start of the first period that begins at least two (2) months after Hola Gato has notified the Client of the change, and
 - not to an hour bank, a project or a Session that the Client has already ordered.
- 1.6. **Language.** The Terms exist in Swedish and English. If the versions differ, the English version prevails.

2. The Services

- 2.1. **Service types.** Hola Gato performs the Services in one of the following forms. The Assignment Agreement states which form, level and price apply.

Form	What it means
Subscription	A fixed number of hours each calendar month at a fixed monthly price. The subscription runs in periods of three (3) calendar months.
Hour bank	Ten (10) hours that the Client buys in advance.
Project	A defined assignment with a fixed price, scope and timeline according to a quote.



Form	What it means
Training and seminars	A booked training, talk, seminar or workshop at a fixed price according to a quote. Each booked occasion is referred to as a Session.

- 2.2. **The Assignment Agreement.** Each assignment is governed by an Assignment Agreement. The Assignment Agreement sets out the content and scope of the Services, the timeframe and the fees. The Assignment Agreement may be a quote that the Client has accepted, an email or another written agreement.
- 2.3. **How Hola Gato performs the assignment.** Hola Gato must perform the Services professionally and with the care that the assignment requires. Hola Gato must make efforts to achieve the intended purpose of the assignment, but is not responsible for a particular result unless the Parties have expressly agreed on it.
- 2.4. **Basis and recipient of the advice.** The advice is based on the information the Client has provided. The advice is intended only for the Client and for the purpose stated in the Assignment Agreement. Third parties may not base claims against Hola Gato on the advice.
- 2.5. **Conflict check.** Hola Gato carries out a conflict check before accepting an assignment. If a conflict of interest arises during the assignment, Hola Gato must notify the Client without delay and may end the assignment under Clause 12.7.
- 2.6. **Subconsultants.** Hola Gato may engage subconsultants for all or part of an assignment. Hola Gato is responsible for the subconsultants' work as for its own.
- 2.7. **Digital services and AI.** Hola Gato uses digital services from third parties, including AI services, to perform the Services. Hola Gato must protect the information with technical and organisational measures that are appropriate to the risk.
- Hola Gato only uses services whose terms mean that confidential information and personal data that Hola Gato shares are not used to train or improve the services' underlying models.
- Hola Gato reviews everything delivered to the Client before it is handed over. The review is done by a human, not by an AI service.

3. Hours in subscription and hour bank

- 3.1. **Hours in the subscription.** Each calendar month, the Client receives the number of hours stated for the Client's level in the Assignment Agreement.
- 3.2. **Validity of hours.** All hours in a subscription or hour bank are valid for three (3) months from the invoice date for those hours. The Client always uses the oldest hours first. Hours that have not been used within the validity period expire and are not refunded. The hours keep their validity period if the subscription ends or if the Client changes service type. This does not apply if Hola Gato has ended the subscription for reasons attributable to the Client under Clause 12.2. The hours then expire at the same time as the subscription.
- 3.3. **Work beyond valid hours.** Work performed when the Client has no valid hours left is charged at the hourly rate for the Client's subscription or hour bank.

4. What the Client needs to contribute

- 4.1. The Client must give Hola Gato the documents and information needed to perform the assignment. If a delay is caused by the Client's lack of cooperation, Hola Gato is not responsible for the corresponding delay of the deliverable.



5. Price and payment

- 5.1. **Price.** The Client pays fees according to the Assignment Agreement. If the Assignment Agreement does not state a price for a piece of work, the hourly rate is SEK 3 000. VAT is added in accordance with applicable rules.
- 5.2. **Invoicing.** Hola Gato invoices according to the table below, unless the Assignment Agreement states otherwise.

What	When Hola Gato invoices
Subscription	In advance on the first day of each calendar month
Hour bank	In advance when the Assignment Agreement is entered into
Project	50% when the Assignment Agreement is entered into and 50% on delivery
Training and seminars	When the Session is booked
Work beyond valid hours and other work by the hour	In arrears once a month
Expenses, travel and accommodation	With the next invoice, at actual cost

- 5.3. **Payment.** The Client must pay each invoice within fifteen (15) days of the invoice date.
- 5.4. **Advance payment and late invoicing.** Hola Gato may request advance payment before an assignment starts. Hola Gato may invoice work performed up to twelve (12) months after the assignment has ended.
- 5.5. **If the Client does not pay.** In the event of late payment, the Client pays late payment interest under the Swedish Interest Act, räntelagen (1975:635), from the due date. If the Client has not paid within ten (10) days of a written reminder, Hola Gato may pause ongoing deliveries until the full overdue amount has been paid. Hola Gato may also end the assignment under Clause 12.7.

6. Confidentiality

- 6.1. **Main rule.** Confidential information is all information that a Party should reasonably understand to be confidential, whether or not it is marked as confidential. Each Party must keep confidential information that the Party receives from the other Party within the assignment secret.
- 6.2. **Exceptions.** Hola Gato may share confidential information with subconsultants and digital services under Clause 2.6 and Clause 2.7, to the extent needed to perform the Services. Hola Gato must ensure that the recipient is bound by equivalent confidentiality. Confidentiality does not apply to information that meets any of the following:
- the information is publicly known,
 - the receiving Party knew the information before the assignment,
 - the receiving Party has received the information from a third party without a duty of confidentiality, or
 - the information must be disclosed by law or by decision of an authority.



- 6.3. **How long confidentiality applies.** Hola Gato's confidentiality obligation for the Client's confidential information applies without time limit. The Client's confidentiality obligation for Hola Gato's confidential information applies for three (3) years after the assignment has ended.

7. Rights to material

- 7.1. **What Hola Gato keeps.** Hola Gato keeps ownership and all intellectual property rights in its templates, standard clauses, methods, frameworks, tools, instructions for AI services, training material and know-how. This also applies to versions adapted in an assignment. Hola Gato may continue to use and develop such material, also in assignments for other clients, without disclosing the Client's confidential information.
- 7.2. **What the Client owns.** The Client owns the finished work product that Hola Gato has produced individually for the Client, for example finished agreements, memos, investigations, policies and other tailored documents. Ownership passes to the Client when the work product has been paid for.
- 7.3. **The Client's right to use Hola Gato's material.** If Hola Gato's material under Clause 7.1 is included in a work product that the Client owns, the Client may use the material as part of the work product, without time limit. The right follows the work product if the Client transfers it. The Client may use training material from a Session internally in its own business.

The Client may not use Hola Gato's material separately from the work product, or distribute training material outside its business, without Hola Gato's written consent.

8. Personal data

- 8.1. **Hola Gato's own processing.** Hola Gato processes personal data in accordance with the EU General Data Protection Regulation 2016/679 to perform the Services and manage administration and invoicing. Hola Gato never sells personal data. Hola Gato may share personal data with third-party services when needed for these purposes. Hola Gato is the controller for the processing in administration and invoicing. More information is available in Hola Gato's privacy policy, which is available at holagato.se.
- 8.2. **When Hola Gato is a processor.** If Hola Gato processes personal data on behalf of the Client as a processor under Article 28 of the General Data Protection Regulation, the Parties must enter into a data processing agreement before the processing starts.

9. References in marketing

- 9.1. Hola Gato may state in its marketing that Hola Gato has a business relationship with the Client, without disclosing details of the assignment. This does not apply if the Parties have agreed otherwise in writing.

10. Liability and insurance

- 10.1. **What Hola Gato is liable for.** Hola Gato is liable only for direct loss that Hola Gato has caused through negligence or by failing to perform the Services with professional skill.
- 10.2. **Liability cap.** Hola Gato's total liability per assignment is limited to the lowest of the following amounts:
- the fees that Hola Gato has invoiced for the assignment during the twelve (12) months preceding the event that caused the loss, or
 - SEK 500 000.
- 10.3. **What Hola Gato is never liable for.** Hola Gato is never liable for any of the following: indirect loss, loss of profit, loss of production, loss of data or other consequential loss.



- 10.4. **Gross negligence and intent.** The limitations in Clause 10.2 and Clause 10.3 do not apply if Hola Gato has caused the loss through gross negligence or intent.
- 10.5. **Time limit for claims.** The Client must make any claim for compensation in writing within ninety (90) days of when the Client became aware, or should have become aware, of the circumstance that caused the loss. Claims can never be made later than twelve (12) months after the assignment ended.
- 10.6. **Insurance.** During the assignment, Hola Gato must have liability insurance that covers Hola Gato's liability for damages under the Terms. Hola Gato must show a certificate of insurance on request.

11. Force majeure

- 11.1. A Party does not have to fulfil its obligations if fulfilment is prevented or made substantially more difficult by circumstances beyond the Party's control, for example industrial action, war, pandemic, decisions by authorities or natural disaster. The Party must notify the other Party in writing without delay. If the impediment lasts longer than sixty (60) days, each Party may terminate the Assignment Agreement with immediate effect, without any right to damages. The Client must still pay for work performed and verified direct costs up to the termination.

12. Ending the assignment

- 12.1. **Subscription term and automatic renewal.** A subscription always starts on the first day of a calendar month and runs in periods of three (3) calendar months. The subscription renews automatically for a new period of three (3) calendar months unless a Party terminates it in writing no later than one (1) month before the end of the current period.
- 12.2. **Payment for the whole period.** The Client must pay the monthly price for the whole current period. This applies even if the Client stops using the subscription, and even if Hola Gato ends the subscription early under Clause 12.7 or Clause 12.9 for reasons attributable to the Client, for example because the Client has not paid. If Hola Gato ends the subscription early for such reasons, the full remaining amount for the period falls due for payment on the same day. The Client does not have to pay for the rest of the period if the subscription ends under Clause 11.1, or for reasons attributable to Hola Gato under Clause 12.6.
- 12.3. **Cancelling a project.** The Client may cancel all or part of a project that has not been performed by giving written notice. The Client must then compensate Hola Gato for work performed up to the cancellation date and for verified direct costs caused by the cancellation.
- 12.4. **Cancelling a Session.** The Client may cancel a Session in writing. If the Client cancels later than seven (7) days before the agreed start time, the Client must pay the full fee for the Session. If the Client cancels earlier, the Client must compensate verified direct costs that Hola Gato has already incurred, for example booked travel.
- 12.5. **Advance payment on cancellation.** If the Client has paid for a project or a Session in advance, Hola Gato must refund the part that exceeds the compensation under Clause 12.3 or Clause 12.4.
- 12.6. **Refund when the assignment ends for reasons attributable to Hola Gato.** If an assignment ends for reasons attributable to Hola Gato, Hola Gato must refund fees that the Client has paid for hours or work that have not been performed.
- 12.7. **Hola Gato ends the assignment.** Hola Gato may end an assignment with immediate effect if any of the following occurs:
- the Client has not paid within ten (10) days of a written reminder,
 - a conflict of interest arises, or



- the Client has provided incorrect or incomplete information of material importance to the assignment.

The Client must pay for work performed and verified direct costs up to that point. For a subscription, the Client must also pay for the rest of the period under Clause 12.2. If the assignment ends because of a conflict of interest, Clause 12.6 applies instead.

- 12.8. **Insolvency.** A Party may terminate the Assignment Agreement with immediate effect if the other Party is declared bankrupt, enters into composition proceedings with its creditors, suspends its payments or is otherwise insolvent.
- 12.9. **Material breach.** A Party may terminate the Assignment Agreement with immediate effect if the other Party materially breaches the Assignment Agreement or the Terms and has not remedied the breach within thirty (30) days of written notice.

13. Transfer of the agreement

- 13.1. Neither Party may transfer the Assignment Agreement without the other Party's prior written consent. However, Hola Gato may transfer its right to payment to a third party.

14. Disputes and governing law

- 14.1. **Good faith negotiation.** The Parties must first try to resolve a dispute through negotiations in good faith. A Party that wishes to negotiate must notify the other Party in writing.
- 14.2. **Courts.** If the Parties have not resolved the dispute within thirty (30) days of the notice under Clause 14.1, each Party may bring the dispute before the general courts. The Gothenburg District Court, Göteborgs tingsrätt, is the court of first instance.
- 14.3. **Unpaid invoices.** Clause 14.1 and Clause 14.2 do not prevent a Party from applying for an order for payment from the Swedish Enforcement Authority, Kronofogdemyndigheten, for unpaid invoices.
- 14.4. **Governing law.** Swedish law applies to the Terms and the Assignment Agreement.

Version history

Version	Applies from	Change
1.0	19 October 2026	First version