

**ARBETSDOMSTOLEN**

Rotel 3:2

**PROTOKOLL**

2021-03-09

Föredragning

i Stockholm

Mål nr B 15/21

Aktbil. 28**DOMSTOLEN**

Karin Renman, Sören Öman, referent, och Pontus Bromander

**FÖREDRAGANDE/PROTOKOLLFÖRARE**

rättssekreteraren Pontus Bromander

**PARTER (ej närvarande)****KLAGANDE**

Daniel Nyholm, 19821024-0035, Regnstigen 12, 169 60 Solna

Ombud: advokaten Charlotte Forssander, Forssander Sonander Advokat AB,  
Vasagatan 43 A, 411 37 Göteborg**MOTPART**Arthur J Gallagher Sweden AB, 556391-5049, Box 19572,  
104 32 StockholmOmbud: advokaten Pia Nyblaeus och jur.kand. Pia Järvengren Gerner, Next  
Advokater KB, Box 7641, 103 94 Stockholm**SAKEN**

interimistiskt beslut om vitesförbud

**ÖVERKLAGAT AVGÖRANDE**

Solna tingsrätts beslut den 19 februari 2021 i mål nr T 1674-21

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103 11 STOCKHOLM**Besöksadress**

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08-617 66 00

[kansliet@arbetsdomstolen.se](mailto:kansliet@arbetsdomstolen.se)  
[www.arbetsdomstolen.se](http://www.arbetsdomstolen.se)**Expeditionstid**

Måndag-fredag

09.00-12.00

13.00-15.00

Målet föredras, varefter Arbetsdomstolen fattar följande

**BESLUT** (att meddelas 2021-03-09)

*Skäl*

Om någon visar sannolika skäl för att han eller hon mot någon annan har ett anspråk, som är föremål för rättegång, och det skäligen kan befaras att motparten genom att utöva viss verksamhet eller företa eller underlåta viss handling eller på annat sätt hindrar eller försvårar utövningen av sökandens rätt eller väsentligt förringar dess värde, får domstol förordna om lämplig åtgärd för att säkerställa sökandens rätt (15 kap. 3 § rättegångsbalken).

Tre personer, däribland Daniel Nyholm, med kännedom om samma kunder har övergått från bolaget till konkurrenten Söderberg & Partners. Bolaget har enligt Arbetsdomstolens mening inte visat något belägg för att det är just Daniel Nyholm som ligger bakom Söderberg & Partners påtalade kundkontakter eller att han planerar att medverka till sådana kontakter. Arbetsdomstolen, som inte går in på Daniel Nyholms invändning om att kundskyddsklausulen inte är gällande, anser att det i vart fall inte skäligen kan befaras att Daniel Nyholm kommer att agera i strid mot kundskyddsklausulen. Tingsrättens beslut ska därför upphävas.

Vid denna utgång ska bolaget åläggas att ersätta Daniel Nyholm för dennes rättegångskostnad i Arbetsdomstolen i den mån denna varit skäligen påkallad för tillvaratagande av hans rätt. Daniel Nyholm har yrkat ersättning för rättegångskostnad med 121 250 kr för ombudsarvode inklusive mervärdesskatt, avseende arbete med målet i Arbetsdomstolen. Detta belopp får anses skäligt.

Det har inte varit någon förhandling i målet och detta protokoll innehåller inga uppgifter för vilka det kan gälla sekretess. Därför finns det inte anledning att i beslutet ta ställning till sekretessfrågor.

*Arbetsdomstolens ställningstagande*

1. Arbetsdomstolen upphäver tingsrättens beslut.
2. Arbetsdomstolen förpliktar Arthur J Gallagher Sweden AB att ersätta Daniel Nyholm för rättegångskostnad i Arbetsdomstolen med 121 250 kr för ombudsarvode inklusive mervärdesskatt, med ränta enligt 6 § räntelagen från dagen för detta beslut till dess betalning sker.

Som ovan

Protokollet uppvisat

Pontus Bromander

Karin Renman



Handläggning i parternas utevaro

**RÄTTEN**

Rådmannen Martin Weyler

**PROTOKOLLFÖRARE**

Tingsnotarien Hanna Hamrén

**PARTER**

**Kärande**

Arthur J Gallagher Sweden AB, 556391-5049  
Box 19572  
104 32 Stockholm

Ombud: Advokaten Pia Nyblaeus och jur.kand. Pia Järvengren Gerner  
Next Advokater KB  
Box 7641  
103 94 Stockholm

**Svarande**

Daniel Nyholm, 19821024-0035  
Regnstigen 12 Lgh 1501  
169 60 Solna

**SAKEN**

Begäran om vitesförbud; *nu fråga om interimistiskt beslut*

Arthur J Gallagher Sweden AB ansökte om stämning mot Daniel Nyholm och yrkade att tingsrätten, även interimistiskt och utan hörande av motparten, skulle förbjuda denne att bryta mot ett angivet kundskyddsåtagande vid löpande vite om 500 000 kr eller annat belopp som tingsrätten fann skäligt (tingsrättens mål T 1400-21).

Tingsrätten beslutade den 17 februari 2021 att ogilla det interimistiska yrkandet.

Tingsrätten konstaterade att Arthur J Gallagher Sweden AB på grund av kundskyddsåtagandet i anställningsavtalet kan ha ett sådant anspråk på motparten som avses i 15 kap. 3 § rättegångsbalken och att bolagets begäran därför skulle bifallas om



förutsättningarna var uppfyllda. Tingsrätten ansåg dock att Arthur J Gallagher Sweden AB inte hade visat sannolika skäl för sitt anspråk, eftersom det av vad bolaget anført framgick att ytterligare två personer gått från Arthur J Gallagher Sweden AB till det konkurrerande bolaget under liknande omständigheter som Daniel Nyholm, och det var oklart om det måste varit just Daniel Nyholm som tagit eller låtit ta de aktuella kundkontakterna. Tingsrätten ansåg inte heller att Arthur J Gallagher Sweden AB gjort gällande en tillräckligt konkret fara i dröjsmål för att det interimistiska yrkandet skulle kunna bifallas.

Arthur J Gallagher Sweden AB har nu kommit in med en ny ansökan om stämning, med samma yrkanden som tidigare. Bolagets argumentation framgår av aktbilaga 1. Utöver vad som tidigare har gjorts gällande har bolaget i huvudsak anført följande.

Daniel Nyholm och de två övriga personerna har anstälts av det konkurrerande bolaget som ett team. Daniel Nyholm har varit ansvarig för hela affärsområdet. De andra personerna var anställda som säljare respektive underwriter. De har varit direkt underställda Daniel Nyholm i hans team och deras löner har varit avsevärt lägre än Daniel Nyholms. Det kan förutsättas att denna struktur och dynamik följt med teamet till det konkurrerande bolaget.

Den övervägande delen av alla förnyelser av entreprenadförsäkringar sker årligen per den 1 mars. Ett intensivt arbete med bearbetningar av kunder inför förnyelsen pågår därför. Daniel Nyholm har, med kännedom om att kunders avtal ska förnyas per den 1 mars 2021, på ett förslaget och strategiskt sätt försökt kringgå kundskyddsåtagandet genom att låta andra anställda på det konkurrerande bolaget kontakta kärandens kunder, tillika Daniel Nyholms tidigare kundstock. Perioden före den 1 mars 2021 är således helt avgörande för att kundskyddsåtagandet ska kunna fylla en fullständig funktion.

Mot bakgrund av Daniel Nyholms centrala roll inom Arthur J Gallagher Sweden AB, hans specifika kännedom om kunderna och att han varit kontaktperson för flertalet av

dessas är det uppenbart att andra anställda inom det konkurrerande bolaget agerat med hans vetskap. Hans namn har därtill använts som försäljningsargument för att värva Arthur J Gallagher Sweden ABs kunder. Det är tydligt att Daniel Nyholm orkestrerar ett övertagande av sin tidigare kundstock och inom sitt affärsområde. Även tidpunkten för hans uppsägning är väl planerad, allt för att kunna genomföra ett övertagande av affärsområdet i samband med förnyelsen den 1 mars 2021.

Tingsrätten meddelar följande

#### **INTERIMISTISKA BESLUT**

Tingsrätten förbjuder Daniel Nyholm vid löpande vite vid varje överträdelse om 500 000 kr att, till dess att saken är slutligt avgjord eller annat beslutats, bryta mot kundskyddsåtagandet så som det framgår av p. 15 i bilaga 1.

#### *Skälen för beslutet*

Av 15 kap. 3 § rättegångsbalken följer att om någon visar sannolika skäl för att han har ett anspråk mot någon annan, som är eller kan antas bli föremål för rättegång eller prövning i annan liknande ordning, och det skäligen kan befaras att motparten genom att utöva viss verksamhet eller företa eller underlåta viss handling eller på annat sätt hindrar eller försvårar utövningen av sökandens rätt eller väsentligt förringar dess värde, får domstol förordna om lämplig åtgärd för att säkerställa sökandens rätt. En sådan åtgärd får innebära förbud vid vite att utöva viss verksamhet eller företa viss handling. Av 15 kap. 5 § rättegångsbalken följer att huvudregeln är att en begäran av detta slag ska kommuniceras med motparten innan beslut. Om det är fara i dröjsmål, får dock rätten omedelbart bevilja att åtgärden ska gälla tills vidare.

Genom vad Arthur J Gallagher Sweden AB nu anfört anser tingsrätten att bolaget har visat sannolika skäl för att bolaget har ett sådant anspråk på Daniel Nyholm som avses i 15 kap. 3 § rättegångsbalken. Tingsrätten anser även att det skäligen kan befaras att Daniel Nyholm genom att vidta åtgärder i strid med kundskyddsåtagandet väsentligen förringar värdet av bolagets rätt och att ett sådant vitesförbud som bolaget begärt är en

lämplig åtgärd för att säkerställa bolagets rätt. Av vad bolaget nu anfört framgår även att det är fara i dröjsmål. Rätten får därför frångå huvudregeln om att yrkandet ska kommuniceras med motparten innan beslut fattas och omedelbart bevilja åtgärden att gälla tills vidare.

Arthur J Gallagher Sweden AB har ställt betryggande säkerhet för den eventuella skada som åtgärden kan innebära för Daniel Nyholm.

Arthur J Gallagher Sweden ABs interimistiska yrkande ska därför bifallas.

**HUR MAN ÖVERKLAGAR**, se [bilaga 2](#) (TR-26)

Beslutet får överklagas till Arbetsdomstolen senast den 12 mars 2021.

Hanna Hamrén

Protokollet uppvisat/

# Bilaga 1

SOLNA TINGSRÄTT

Ink. 2021-02-12

Akt ..... 71400-21 .....

Aktbil..... 2 .....

SOLNA TINGSRÄTT  
Avdelning 2

INKOM: 2021-02-12

MÅLNR: T 1000-21

AKTBIL: Z

**BRIM AB**

**AND**

**DANIEL NYHOLM**

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**EMPLOYMENT AGREEMENT**

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36  
om.

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## EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement") is entered into on this day between

- (1) **BRIM AB**, Reg. No. 556391-5049, a company duly incorporated and organised under the laws of Sweden, having its registered address at Tegnérsgatan 2 C, 113 58 Stockholm (the "Company"); and
- (2) **DANIEL NYHOLM 821024 -0035**, the "Employee".

### 1 Commencement date and term of employment

- 1.1 The employment has commenced on 2003-04-01 and is valid for an indefinite term.
- 1.2 This Agreement supersedes all other written or oral agreements between the Company, or any associated company, and the Employee relating to the employment. For the purposes of this Agreement, "associated company" means a legal entity directly or indirectly controlling or controlled by or under common control with the Company, irrespective of the country of registration of such legal entity.

### 2 Position

- 2.1 The Employee shall hold the position of Insurance Broker and be stationed at the Company's premises in Stockholm or at any other premises in Sweden occupied by the Company in the future.
- 2.2 The Company and the Employee (jointly the "Parties") agree that the nature of the Company's business demands flexibility and that reallocation of duties, etc. from time to time is a constituent part of, and a precondition for, the employment relationship between the Company and the Employee. The position implies that the Employee may be required from time to time to travel within and outside Sweden to promote the Company's interests in the best possible way.
- 2.3 The Parties agree that it is essential for the Company's business and a condition for the employment with the Company that its employees are service-minded and that they conduct themselves appropriately and act in all respects as good ambassadors of the Company.

### 3 Duty of loyalty and Authority and Outside Interests

- 3.1 During the employment the Employee shall:
  - (i) use the Employee's best endeavours to promote, protect, develop and extend the business, reputations and interests of the Company and any associated company;
  - (ii) report any competitive threat to or any activity which may harm the Company or any associated company;



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- (iii) report the Employees own wrongdoing and any wrongdoing or proposed wrongdoing of any other employee, contractor or director of the Company or any associated company to the Company immediately on becoming aware of it;

3.2 report any offer of engagement or approach made by a competitor (or potential competitor) to any employee, worker or director of the Company or any associated company of which the Employee is aware, and any knowledge that any employee, worker or director of the Company or any associated company is planning to work in a business in competition with the Company or any associated company whether alone or together with other employees or directors of the Company or any associated company; The Employee shall not during the Employee's employment:

- (i) be directly or indirectly engaged, concerned or interested in any capacity (whether paid or unpaid) in any business, trade, profession or occupation (or the setting up of any business, trade, profession or occupation) other than the businesses of the Company and any associated company, except with written permission from the Company except as the holder of securities listed, dealt in or traded on a recognised Stock Exchange, not exceeding 5% of the total issued share capital of any company (whether or not it is listed or dealt in on a recognised stock exchange) where such company does not carry on a business similar to or is competitive with any business for the time being carried on by the Company or any associated company;
- (ii) directly or indirectly solicit, entice or attempt to solicit or entice any client, customer, introducer of business or supplier away from the Company or any associated company, or take any steps to divert business or opportunities away from the Company or any associated company; and
- (iii) directly or indirectly solicit, entice or attempt to solicit or entice any employee, worker or director to terminate their employment by or engagement with the Company or any associated company.

#### **4 Working hours and other engagements**

4.1 The working hours comprise 38,75 hours per week exclusive of lunch breaks. The position demands that additional hours are worked from time to time. No compensation shall be paid for any overtime worked since this, among other things, has been taken into account when determining the salary level.

During the employment the Employee shall not, either personally or through any legal entity, be engaged in any other employment or carry out other work without the prior written consent of the Company.

#### **5 Salary and other remuneration.**

5.1 The Employee is entitled to a monthly salary of SEK 55.000. The salary is paid in arrears before the 26<sup>th</sup> of each month and if a weekend/holiday the previous Business day. The salary is normally subject to annual review, (with no obligation to increase it).



- 5.2 In addition to the salary, the Employee may be eligible to be considered for a discretionary annual bonus. The award of such a bonus will be at the Company's absolute discretion. The Company reserves the right not to operate a discretionary bonus scheme in any particular year. The Employee will be notified of the terms (if any) of any different bonus scheme in which the Employee is eligible to participate and any terms or targets applicable to the Employee's entitlement under such arrangement. The Company may at its discretion from year to year alter the terms of any bonus scheme or targets or structure applicable to the Employee's team or the Company.
- 5.3 Any bonus shall only be payable if, at the normal date of payment of the bonus, the Employee is employed by the Company and has not given notice of termination of employment.

## **6 Company car**

- 6.1 The Company shall provide the Employee with a company car for occupational and private use in accordance with the Company's policy as applicable from time to time. The Parties are aware and acknowledge that this benefit is subject to taxation under Swedish legislation.
- 6.2 If the Company – in the event of either party's termination of this Agreement – releases the Employee from the duties to perform any work for the Company during the entire or any part of the notice period, the Company shall be entitled to withdraw the car benefit subject to one week's prior written notice. In such case the Employee shall be entitled to a compensation corresponding to the benefit value (Sw. *förmånsvärde*) of the company car for the remainder of the notice period.

## **7 Pension and insurance**

- 7.1 The Employee's employment will expire by the end of the month of the Employee's 67<sup>th</sup> birthday.
- 7.2 The Employee shall be entitled to insurance and pension benefits in accordance with the Company's policy applicable from time to time and subject to the rules of the relevant scheme.

## **8 Work equipment**

For the performance of the Employee's duties, the Company will provide such equipment that the Company deems appropriate from time to time. At present, such equipment includes a mobile phone and a laptop computer to be used exclusively for work purposes.

## **9 Expenses**

- 9.1 Entertainment expenses incurred in compliance with Company regulations will be reimbursed and such expenses must be itemised and verified.

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## **10 Vacation**

The Employee is entitled to 30 days' paid vacation per each yearly period of service to be taken at such times as agreed with the Company. Vacation pay is calculated in accordance with the Company's policy as applicable from time to time. In conjunction with the cessation of employment, any vacation pay paid in advance may be deducted from any salary and accrued vacation pay.

## **11 Sick pay**

In case of absence due to sickness the provisions of the Swedish Sick Pay Act (Sw. *lagen om sjuklön (1991:1047)*) shall apply.

## **12 Personal data and data security**

- 12.1 The Employee confirms that the Company has informed the Employee of the Company's use of employees' personal data in accordance with the provisions of the Swedish Personal Data Protection Act (Sw. *Personuppgiftslagen (1998:204)*).
- 12.2 The Employee agrees to comply with the Company's policies regarding the use of the Company's computers, e-mail system, Internet services and other software programs. The Employee is aware and acknowledges that the Company has unrestricted access to all material and e-mail correspondence and an overview of Internet usage that is saved in or performed via the Company's data system.

## **13 Intellectual property rights**

- 13.1 All rights to any material and results, and all intellectual property rights related thereto which are made, written, designed or produced by the Employee during the employment shall vest in the Company. The Company shall have a right to freely develop and alter such material, results and intellectual property rights and to licence and assign them to third parties.
- 13.2 The Employee shall not be entitled, directly or indirectly, to use or exploit the material, results and intellectual property rights referred to in Section 13.1 in any manner whatsoever during the term of the employment or thereafter unless a written agreement regarding such use has been entered into with the Company.
- 13.3 The Employee agrees and undertakes without any additional compensation to execute all such deeds and documents that, in the Company's sole discretion, are necessary or desirable in order for the Company to be able to protect, register, maintain and in any other way fully enjoy the Company's rights referred to under this Section 13.

## **14 Confidentiality**

- 14.1 The Employee shall not, whether during or after the termination of the employment (howsoever terminated), except in the proper course of the duties or as required by law; use or divulge to any person, firm or company and shall use the Employee's best endeavours to prevent the use or disclosure of any trade or business secrets or any Confidential Information or other information concerning the business, workforce or

finances of the Company or any associated company or of any dealings, transactions or affairs of the Company or any associated company or of any client, customer or supplier of the Company or any associated company which has or may come to the Employee's knowledge in the course of the employment.

14.2 The Employee agree that the Employee will not, during the employment with the Company, improperly use or disclose any proprietary information or trade secrets of any former or concurrent employer or other person or entity. Further, the Employee will not bring into the Company any proprietary information or trade secret of any such employer, person or entity unless consented to in writing by such employer, person or entity.

14.3 For the purpose of this Agreement, "**Confidential Information**" shall mean any information in any form being such information not in the public domain and of a proprietary nature to the Company and/or any associated company which is identified or treated as confidential or which is commercially sensitive or which by its character or the circumstances or manner of its disclosure to the Employee is evidently confidential and/or commercially sensitive regarding the operations and/or commercial activities of the Company and/or any associated company. For the avoidance of doubt and without prejudice to the generality of the aforementioned the following is a non-exhaustive list of matters which in relation to the Company are considered confidential and which the Employee should treat as such:

any trade secrets, technical data, know-how of the Company or any associated company and any information in respect of which the Company or any associated company is bound by an obligation of confidence to any third party;

employment or staff related information including in particular the remuneration of other members of staff and any terms under which they are employed or engaged including the length of their notice periods, the value of their client (or similar business) relationships, their job skills and capabilities and any other personal data relating to them;

contact lists or details of clients, producers, intermediaries, underwriters or other suppliers (actual or prospective) and associated details of their requirements (or their clients' requirements) and the terms of business with them (actual or proposed) which have been compiled for the Company or any associated company's business including:

- (i) the names and contact details of key individuals in clients and prospective clients;
- (ii) details of insurance policies purchased by clients, premium rates and brokerage rates, policy terms, conditions and rates, renewal and expiry dates, customer risk characteristics, claims information, profitability information and information concerning the insurance or reinsurance arrangements for large and complex risks;
- (iii) pricing strategies, discount rates and sales figures, information about commissions or fees and details of suppliers and rates of charge;

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financial and/or management and/or organisational information about the Company or any of its associated companies including recruitment or business development plans, press or communications strategies or other plans or programmes undertaken in respect of sales of products or services.

## **15 Restriction on Client/Prospective Client poaching and employee poaching**

- 15.1 In order to protect the Company and its associated companies' Confidential Information, goodwill, client and other business connections, workforce stability and other legitimate business interests, the Employee undertakes that the Employee will not without the prior written consent of the Company directly or indirectly:

at any time during the period of twelve (12) months from the date of termination of the employment howsoever caused in relation to a Competing Business:

- (i) canvass, solicit or approach or cause to be canvassed, solicited or approached the business or custom of any Client or Prospective Client;
- (ii) supply any goods to or perform any services for or negotiate or contract with any Client or Prospective Client;
- (iii) deal with any Client or Prospective Client; or

at any time during the period of twelve (12) months from the date of termination of the employment howsoever caused in relation to a Competing Business:

- (i) solicit or entice any Senior Employee to terminate their employment and/or their engagement with the Company and/or any associated company; or
- (ii) offer employment to or employ or offer or enter into any contract for services with any Senior Employee (who is employed or engaged by the Company or any associated company at the time of any such offer).

- 15.2 All periods of restriction in this Section 16 will be reduced by any equivalent period of which the Employee is released from the Employee's obligation to perform work (garden leave).

- 15.3 For this Section 16, the following definitions shall apply:

"Competing Business" means a business which competes or which intends to compete with any business carried on by the Company and/or any associated company in respect of which the Employee have been engaged or have rendered services at any time in the during the 12-month period immediately preceding the date of termination of the employment howsoever caused which may include (but not limited to): (i) the business of insurance and/or reinsurance intermediary services generally; or (ii) the business of acting as an underwriting agent on behalf of insurers; or (iii) the provision of goods or services in a particular class of business to Clients; or (iv) any other business conducted by the Company or any associated company during the 12-month period immediately preceding the date of termination of the employment howsoever caused.

**"Client"** means any person, firm, limited liability partnership, company, corporation or organisation, governmental or non-governmental body or other entity ("**Person**") who or which at any time during the 12-month period immediately preceding the date of termination of the employment howsoever caused: (i), was supplied with goods or services by the Company or any associated company; or (ii) was supplied with goods or services by the Company or any associated company via an Intermediary as the ultimate insured or reinsured; or (iii) was an Intermediary but only in respect of any underlying insured or reinsured for whom goods or services were provided by the Company or any associated company during the 12-month period immediately preceding the date of termination of the employment howsoever caused (and not in respect of any other clientele); and, in each case (i) with whom the Employee or any person reporting to the Employee during the Relevant Period had material dealings during that the 12-month period immediately preceding the date of termination of the employment howsoever caused; and/or (ii) about whom the Employee or any person reporting to the Employee during the 12-month period immediately preceding the date of termination of the employment howsoever caused had Confidential Information during the 12-month period immediately preceding the date of termination of the employment howsoever caused in the course of the Employee's or their duties for the Company and/or any associated company.

**"Prospective Client"** means any Person with whom at any time during the 12-month period immediately preceding the date of termination of the employment howsoever caused the Employee or a person reporting to the Employee had been involved on behalf of the Company or any associated company in a formal tender, proposal or presentation with a view to such Person becoming a Client;

**"Senior Employee"** means a Person (excluding anyone in a junior administrative or clerical role) who is or was at any time during the 12-month period immediately preceding the date of termination of the employment howsoever caused employed or engaged by the Company or any associated company and: whose total annual compensation is at least SEK 450,000; or is a director or manager; or works in a capacity in which they obtain confidential information; or works in a capacity with responsibility for or influence over Clients; or provides support in a senior operational capacity and in each case with whom the Employee or any person who reported to the Employee during the 12-month period immediately preceding the date of termination of the employment howsoever caused had material dealings during that period in the course of the Employee's or their duties for the Company and/or any associated company;

**"Intermediary"** shall mean any insurance or reinsurance intermediary (or network of brokers), agent, introducer or other intermediary for whom or in conjunction with whom goods or services are provided by the Company or any associated company.

## **16 Liquidated damages**

If the Employee fails to comply with the provisions of Section 13 (Intellectual Property Rights), Section 14 (Confidentiality), Section 15 (Non-competition) or Section 16 (Restriction on Client / Prospective Client poaching and employee poaching), the Employee shall, in respect of every breach, pay liquidated damages to the Company amounting to three (3) times the Employee's average total monthly gross remuneration



(both fixed and variable) paid by the Company during the 12 months preceding the breach or, if the Employee's employment has expired, immediately prior to the expiry of the employment. In the event the breach is of a continuing nature, during each month that the situation or action constituting the breach continues despite written objection from the Company to the Employee, the breach shall be deemed to constitute one breach and give rise to an obligation to pay liquidated damages as above. In the event the actual loss caused to the Company exceeds this amount, the Company shall be entitled to damages in respect of such excess amount and/or to take other legal measures.

## **17 Termination of employment**

- 17.1 This Agreement may be terminated by the Company subject to six (6) months' notice and by the Employee subject to six (6) months' notice. However, the Company shall always comply with any longer notice period prescribed by the Swedish Employment Protection Act (Sw. *lagen om anställningsskydd (1982:80)*) ("EPA").

In connection with either Party's termination of this Agreement, the Company shall be entitled to relieve the Employee of the duties with immediate effect. The Employee shall, however, remain at the Company's disposal during the notice period to carry out such duties within the Employee's competence, as the Company deems fit. The Company is, however, entitled to permanently require the Employee not to perform any work (or to perform modified or alternative duties) for the Company and not to attend for work or enter any Company premises. During the notice period, the Employee may not commence any new employment or engage in any business activity or contact or deal with (or attempt to contact or deal with) any client, customer, supplier (or prospective client, customer or supplier), officer, employee, consultant or other business contact of the Company or any associated company without the prior written consent of the Company. During the notice period, the Employee is entitled to all benefits according to the terms and conditions of the Agreement.

- 17.2 The Company is entitled to terminate the employment summarily without notice in the event of the Employee's gross misconduct or material breach of any of the terms of this Agreement. However, notwithstanding such termination, the Employee's obligations pursuant to Section 13 (Intellectual Property Rights), Section 14 (Confidentiality), Section 15 (Non-competition), Section 16 (Restriction on Client/Prospective Client poaching and employee poaching) and Section 17 (Liquidated Damages) shall remain in full force and effect.

- 17.3 In conjunction with the expiry of the employment, the Employee shall deliver up to the Company all reports, papers, correspondence, documents, Confidential Information and any other materials (including copies thereof) and property (including without limitation any company car, mobile telephone, computer or other electronic equipment and any corporate credit cards) supplied, or entrusted to the Employee or in the Employee's possession in connection with this employment and/or relating to the Company, its associated companies and/or their businesses and the same shall at all times remain the sole property of the Company or the associated company as the case may be.

25  
10 om.

## **18 Governing law**

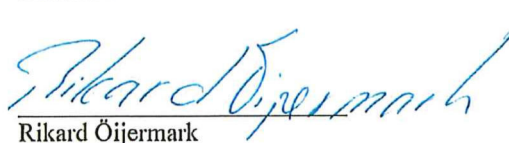
This Agreement shall be governed by and construed in accordance with the laws of Sweden. Any controversy or dispute arising out of this Agreement should be settled by Swedish Courts.

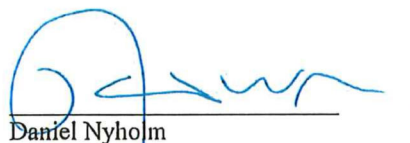
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This Agreement has been duly executed in two original copies of which each of the Parties has received one.

Stockholm 2016-12-22

**Brim AB**

  
Rikard Öijermark

  
Daniel Nyholm



# SVERIGES DOMSTOLAR

## Hur man överklagar

TR-26 (AD)

Vill du att beslutet ska ändras i någon del kan du överklaga. Här får du veta hur det går till.

### Överklaga skriftligt inom 3 veckor

Ditt överklagande ska ha kommit in till domstolen inom 3 veckor. Tiden räknas från den dag som du fick del av det skriftliga beslutet.

#### Vilken dag går tiden ut?

Sista dagen för överklagande är samma veckodag som tiden börjar räknas. Om du exempelvis fick del av beslutet måndagen den 2 mars går tiden ut måndagen den 23 mars.

Om sista dagen är en lördag, söndag eller helgdag, midsommarafton, julafton eller nyårsafton, räcker det att överklagandet kommer in nästa vardag.

### Så här gör du

1. Skriv tingsrättens namn och målnummer.
2. Förklara varför du tycker att beslutet ska ändras och vilken ändring du vill ha.
3. Tala om vilka bevis du vill hänvisa till. Förklara vad du vill visa med varje bevis. Skicka med skriftliga bevis som inte redan finns i målet.
4. Lämna namn och personnummer eller organisationsnummer.  
  
Lämna aktuella och fullständiga uppgifter om var domstolen kan nå dig: postadresser, e-postadresser och telefonnummer.  
  
Om du har ett ombud, lämna också ombudets kontaktuppgifter.

5. Skriv under överklagandet själv eller låt ditt ombud göra det.

6. Skicka eller lämna in överklagandet till tingsrätten. Du hittar adressen i beslutet.

### Vad händer sedan?

Tingsrätten kontrollerar att överklagandet kommit in i rätt tid. Har det kommit in för sent avvisar domstolen överklagandet. Det innebär att beslutet gäller.

Om överklagandet kommit in i tid, skickar tingsrätten överklagandet och alla handlingar i målet vidare till Arbetsdomstolen.

Har du tidigare fått brev genom förenklad delgivning kan även Arbetsdomstolen skicka brev på detta sätt.

### Vill du veta mer?

Ta kontakt med tingsrätten om du har frågor. Adress och telefonnummer finns på första sidan i beslutet.

Mer information finns på [www.domstol.se](http://www.domstol.se).