

Rödl & Partner



DENMARK



FINLAND



NORWAY



SWEDEN

Going north
Nordic States Almanac
2018

Heading up north

„If investment is the driving force behind all economic development and going cross-border is now the norm on the European continent, good advisors provide both map and sounding-line for the investor.“

Rödl & Partner

„We also invest in the future! To ensure that our tradition is preserved, we encourage young talents and involve them directly into our repertoire.

At first, they make up the top of our human towers and, with more experience, they take responsibility for the stability of our ambitious endeavours.“

Castellers de Barcelona

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A. Introduction

Dear readers,

In a time when Europe is facing political challenge and economic recovery, one region never fails to tender stability, wealth and confidence: the Far North. Having formed one economic neighborhood long before the European Union found its integrative force, Norway, Sweden, Finland and Denmark are certainly the most affluent and inviting business environments the Old Continent has on offer, all under the hugely successful brand of “the Nordics”.

Remarkable political and social permanence and a most welcoming, liberal culture have produced political currency that the Nordic countries know how to invest wisely, quietly leading the region with soft power and hard money. The Stockholm School of Economics remains a world-class teacher of free enterprise, shining well beyond Europe, the Scandinavian finance sector rules the lands with little competition, and the appeal of the Scandinavian way of life unobtrusively informs the development, especially in the Baltic States.

And yet the Nordic countries are far from being self-reliant. Export-driven like few others, they connect well to both Germany and the Anglo-American world in trade and direct investment, and need the influx of know-how and capital on many levels. In recent years, old ties across the Baltic Sea have been patiently rebuilt, Finland has turned itself into a gateway to Russia, Swedish banks cover the Baltics for Europe, and the impressive Oresund Bridge that links Malmö and Copenhagen has given new meaning to the European adage of “regional integration”.

The Far North is an innovative region that remains impervious to the current political antics. The constantly growing needs in construction and infrastructure, the exquisite conditions for research and development, the everexpanding IT sector or the rapidly changing energy markets are just a few reasons to take a closer look at the Nordic States.

We assist you with your investment plans, from opportunity and risk analysis to the implementation of your project.

This guide is here to help you on the first miles along the way – more advice is readily available, as we are at your service at any time.



A handwritten signature in black ink that reads "Jens Pastille". The signature is written in a cursive, flowing style.

With best regards,
Jens Pastille
Managing Partner for the Nordic and Baltic States

B. Map



C. Countries, figures, people

I. Demographics

| | Sweden | Finland | Denmark | Norway |
|---------------------|--|--|--|---|
| Population | approx. 10 million | approx. 5.50 million | approx. 5.76 million | approx. 5.26 million |
| Area | 449,964 km ² | 390,908 km ² | 42,921 km ² | 385,186 km ² |
| Population density | 24.5 inhabitants per km ² | 18 inhabitants per km ² | 133.4 inhabitants per km ² | 13.67 inhabitants per km ² |
| Gender distribution | Women: 49.8 % Men: 50.2 % | Women: 50.9 % Men: 49.1 % | Women: 50.2 % Men: 49.8 % | Women: 49.6 % Men: 50.4 % |
| Age structure | Ages 0 to 19: 2,290,606 (22.9 %) Ages 20 to 49: 3,917,166 (39.2 %) Ages 50 to 69: 2,383,790 (23.8 %) Ages 70 and over: 1,403,591 (14.1 %) | Ages 0 to 14: 890,103 (16 %) Ages 15 to 64: 3668 235 (66.1 %) Ages 65 and over: 988,165 (17.8 %) | Ages 0 to 19: 1,306,388 (22.7 %) Ages 20 to 49: 2,219,397 (38.5 %) Ages 50 to 69: 1,455,365 (25.3 %) Ages 70 and over: 779,544 (13.5 %) | Ages 0 to 15: 1,000,025 (19.02 %) Ages 16 to 44: 2,036,980 (38.7 %) Ages 45 to 66: 1,455,310 (27.7 %) Ages 66 and over: 766,002 (14.6 %) |
| Living area | Urban: 85 % Rural: 15 % | Urban: 78 % Rural: 22 % | Urban: 85 % Rural: 15 % | Urban: 81 % Rural: 19 % |

| | Sweden | Finland | Denmark | Norway |
|--------------------------|--|---|---|--|
| Nationalities | <p>Swedes: 8,210,656 (82.15 %)</p> <p>Finns: 153,620 (1.54 %)</p> <p>Syrians: 149,418 (1.49 %)</p> <p>Iraqis: 135,129 (1.35 %)</p> <p>Poles: 88,704 (0.89 %)</p> <p>Iranians: 70,637 (0.71 %)</p> <p>Former Yugoslavs: 66,539 (0.67 %)</p> <p>Somalis: 63,853 (0.64 %)</p> | <p>Finns: 5,259,658 (95.2 %)</p> <p>Estonians: 44,774 (0.82 %)</p> <p>Russians: 30,757 (0.56 %)</p> <p>Swedes: 8,382 (0.15 %)</p> <p>Somalis: 7,465 (0.14 %)</p> <p>Chinese: 7,121 (0.13 %)</p> <p>Thai: 6,484 (0.12 %)</p> <p>Iraqis: 6,353 (0.12 %)</p> <p>Turks: 4,398 (0.08 %)</p> <p>Indians: 4,372 (0.08 %)</p> <p>British: 4,048 (0.07 %)</p> <p>Others: 83,357 (1.53 %)</p> | <p>Danes: 5,008,076 (86.9 %)</p> <p>Turks: 63,040 (1.09 %)</p> <p>Poles: 45,822 (0.79 %)</p> <p>Syrians: 39,744 (0.69 %)</p> <p>Germans: 32,651 (0.57 %)</p> <p>Iraqis: 32,225 (0.56 %)</p> <p>Romanians: 28,227 (0.49 %)</p> <p>Lebanese: 26,550 (0.46 %)</p> <p>Pakistanis: 24,936 (0.43 %)</p> <p>Bosnians and Herzegovinians: 23,029 (0.40 %)</p> <p>Somalis: 21,175 (0.37 %)</p> <p>Others: 415,219 (7.25 %)</p> | <p>Norwegians: 4,374,566 (83.2 %)</p> <p>Poles: 108,255 (2.06 %)</p> <p>Swedes: 39,266 (0.75 %)</p> <p>Somalis: 41,463 (0.79 %)</p> <p>Lithuanians: 42,491 (0.81 %)</p> <p>Pakistanis: 36,700 (0.70 %)</p> <p>Iraqis: 32,304 (0.61 %)</p> <p>Germans: 27,593 (0.52 %)</p> <p>Vietnamese: 22,658 (0.43 %)</p> <p>Danes: 21,447 (0.41 %)</p> <p>Filipinos: 22,892 (0.44 %)</p> |
| Unemployment rate | <p>2014: 7.9 %</p> <p>2015: 7.4 %</p> <p>2016: 6.9 %</p> | <p>2012: 7.7 %</p> <p>2013: 8.2 %</p> <p>2014: 8.5 %</p> <p>2017: 8.8 %</p> | <p>2014: 6.7 %</p> <p>2015: 4.6 %</p> <p>2016: 4.2 %</p> | <p>2014: 3.5 %</p> <p>2015: 4.4 %</p> <p>2016: 4.7 %</p> |
| Sources | Statistics Sweden | Eurostat, worldometers, countrymeters | Statistics Denmark | Statistics Norway |

II. Largest cities

| Sweden | | Finland | | Denmark | | Norway | |
|---------------------------|-------------|----------------------------|-------------|----------------------------|-------------|---------------------------|-------------|
| City | Inhabitants | City | Inhabitants | City | Inhabitants | City | Inhabitants |
| Stockholm | 935,619 | Helsinki | 635,181 | Copenhagen | 1,295,686 | Oslo | 975,744 |
| Gothenburg | 556,640 | Espoo | 274,583 | Aarhus | 335,684 | Bergen | 252,772 |
| Malmö | 328,494 | Tampere | 228,274 | Aalborg | 211,937 | Stavanger/ Sandnes | 213,313 |
| Uppsala | 214,559 | Vantaa | 219,341 | Odense | 200,563 | Trondheim | 177,617 |
| Linköping | 155,817 | Oulu | 200,526 | Esbjerg | 115,905 | Fredrikstad/ Sarpsborg | 109,907 |
| Västerås | 147,420 | Turku | 182,604 | Vejle | 113,243 | Drammen | 115,137 |
| Örebro | 146,631 | Jyväskylä | 138,850 | Frederiksberg | 105,037 | Porsgrunn/ Skien | 92,001 |
| Helsingborg | 140,547 | Lahti | 119,452 | Randers | 98,118 | Kristiansand | 61,037 |
| Jönköping | 135,297 | Kuopio | 117,740 | Viborg | 96,477 | Tonsberg | 51,061 |
| Norrköping | 139,363 | Kouvola | 85,059 | Kolding | 92,282 | Ålesund | 51,474 |
| Source: Statistics Sweden | | Source: Statistics Finland | | Source: Statistics Denmark | | Source: Statistics Norway | |

III. Country ratings

| | Sweden | Finland | Denmark | Norway |
|---------------------------|--|---|--|---|
| Country rating Moody's | Aaa , Outlook: stable | Aa1 , Outlook: stable | Aaa , Outlook: stable | Aaa , Outlook: stable |
| Country rating Coface | <p>A1</p> <p>In 2017, activity is expected to slightly slow due to less dynamic demand than in 2016. Private consumption will be affected by slower wage growth and the decline in unemployment (6.4% in November 2016). However, this will remain high due to the continuation of the Riskbank's (Central Bank) accommodative monetary policy as well as a significant immigration.</p> <p>The current account surplus is set to remain stable in 2017, at a very comfortable level. Imports will still be firm, buoyed by growing domestic demand, but will, nonetheless, be offset by stronger exports due to the moderate growth in demand from the country's main trading partners. However, a slowdown in demand from</p> | <p>A2</p> <p>In 2018, activity will slow down slightly, although growth will remain above potential. Private investment, although more moderate in 2018, will remain one of the main contributors to growth, due to low interest rates, coupled with dynamic domestic and external demand. Higher capacity utilization rate in the forestry and metallurgical industry would foster investment in these sectors. Investment in research and development will also be more dynamic following several years of decline due to the deterioration of mobile telephone services. Residential construction will support activity, due to strong housing demand, particularly in the Helsinki area. In addition, the expansion of tourism will continue, driven by a growing influx from Russia and Asia,</p> | <p>A2</p> <p>The slow rate of growth of exports and consumption in 2016 thwarted the expected acceleration in growth. In 2017, there is likely to be a moderate upturn in activity, driven by domestic factors. Household consumption will underpin growth thanks to improvements in the labour market. In addition, investment will make a positive contribution to growth, sustained by increased consumption and a relaxed monetary policy on the part of the Central Bank. Inflation is expected to increase in 2017 as a result of the slow rise in oil prices alongside higher wages. The Danish Central Bank's relaxed monetary policy (policy interest rates: 0%; deposit rates: -0.65% since February 2015) is likely to</p> | <p>A1</p> <p>Low oil prices led to a slowdown in activity in 2016 because of reduction in oil investments and weaker private consumption. Growth is expected to be a little firmer in 2017, driven by private consumption and investment in non-oil sectors. Household consumption is expected to support Norwegian growth because of historically low interest rates (0,5%) set by the central bank and rising property prices boosted by easy access to credit.</p> <p>Despite high household debt (220% of disposable income), the government's expansionary fiscal policy can help to encourage public investment and household consumption.</p> |

the United Kingdom (3rd largest trading partner) after Brexit could affect the trade balance through a decline in exports.

The banking system will present a high risk as household debt is high and property prices are still rising (danger of the bubble bursting).

attracted by preserved natural sites and the northern lights. Exports will continue to benefit from the Competitiveness Pact, which reduced unit labour costs by 3.7% in 2017, although wages are expected to rise again in 2018. In addition, strong demand in the main partner countries (Sweden, the United States and Germany), as well as the economic recovery in Russia, would favour Finnish exports. The dynamism of orders in the shipbuilding industry and the completion in 2017 of the country's largest wood processing plant (paper, resin, bioenergy, etc.), will also support exports. Thus, the contribution of trade to growth will be positive in 2018. Household consumption will be more dynamic, driven by a slight rise in wages, in a context of moderate inflation, and by decreased unemployment (7.3% in October 2017). Low interest rates will also favor consumption, even if the weight of the debt (129% of disposable income) will still weigh on the financial situation of households.

continue in the short term, bearing in mind the low level of inflation and the pegging of the Danish krone to the euro. The 2017 budget includes measures aimed at improving the healthcare system and the collection of taxes as well as boosting aid for refugees and displaced persons from conflict zones (particularly the Middle East). The deficit as well as the public debt will therefore remain well below the threshold defined by the European Stability and Growth Pact (3% and 60% of GDP, respectively). The business climate in the country will be very positive and ranks third in the Doing Business 2017 survey behind New Zealand and Singapore.

Unemployment will stabilise (4.5%), with a halt to oil sector companies' plans to lay off workers. The recovery of investment in other sectors will also support the economy, especially in shipbuilding and construction.

| | Sweden | Finland | Denmark | Norway |
|--|--|---|---|---|
| Corruption perception index (CPI), where 0 means that a country is perceived as highly corrupt and 100 means it is perceived as very clean | 88/100 (shared 4 th place out of 176 countries) | 89/100 (3 rd place out of 176 countries) | 90/100 (1 st place out of 176 countries) | 85/100 (6 th place out of 176 countries) |
| Source: Transparency International, Report 2016 | | | | |

| | Sweden | Finland | Denmark | Norway |
|---|--------|---------|---------|--------|
| Ranking of 138 countries | | | | |
| Competitiveness | 19 | 10 | 12 | 11 |
| Higher education and training | 12 | 2 | 6 | 7 |
| Technological readiness | 4 | 16 | 11 | 7 |
| Macroeconomic environment | 17 | 46 | 18 | 1 |
| Institutions | 11 | 1 | 15 | 5 |
| Innovation | 7 | 3 | 10 | 12 |
| Business sophistication | 7 | 11 | 9 | 10 |
| Health & primary education | 20 | 1 | 21 | 11 |
| Goods market efficiency | 17 | 19 | 18 | 21 |
| Financial market development | 14 | 5 | 24 | 9 |
| Labour market efficiency | 20 | 23 | 13 | 9 |
| Market size | 41 | 5 | 58 | 49 |
| Source: The Global Competitiveness Report 2015-2016 | | | | |

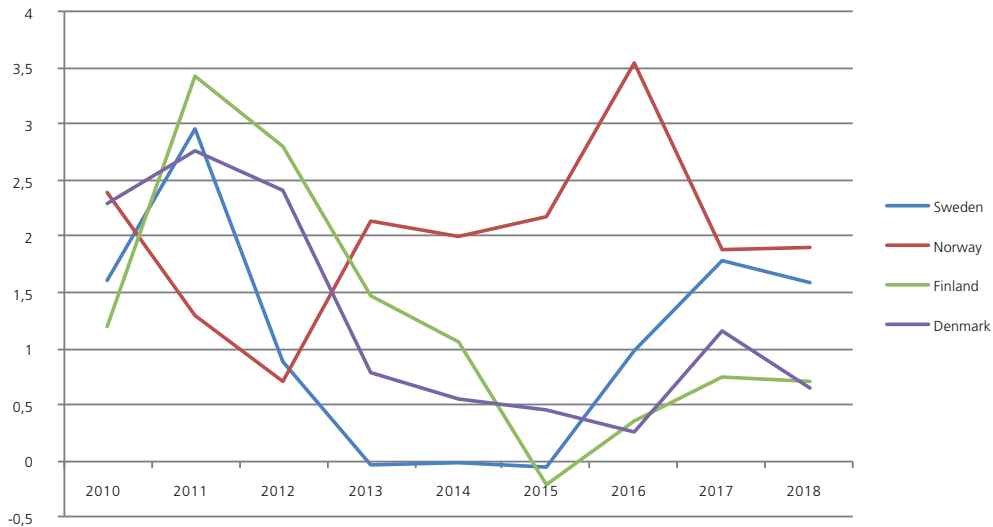
IV. Currencies

| | Sweden | Finland | Denmark | Norway |
|----------|---------------------|------------|--------------------|-----------------------|
| Currency | SEK (Swedish Krona) | EUR (Euro) | DKK (Danish Krone) | NOK (Norwegian Krone) |

IV. Norway and the EU

| | |
|--|---|
| General | Norway is not a Member State of the European Union; however, Norway's economic and trade relations with the EU are mainly governed by the agreement on the European Economic Area (EEA). |
| Importing into the EU from Norway | The EU uses trade defense instruments to re-establish a competitive environment for the EU industry when harmed by dumped or subsidized imports. |
| Exporting from the EU to Norway | <p>The European Commission monitors and assists affected EU industries when non-EU countries take trade defense measures against EU exporters.</p> <p>Customs duties (Norwegian: toll) shall be paid upon importation of goods. The "ordinary" rate of the customs tariffs applies for goods imported from countries with whom Norway has not entered into a free trade agreement (FTA) and for goods imported from a FTA-party, but not satisfying by the conditions for preferential tariff treatment as set out in these agreements.</p> |
| Source: toll.no | |

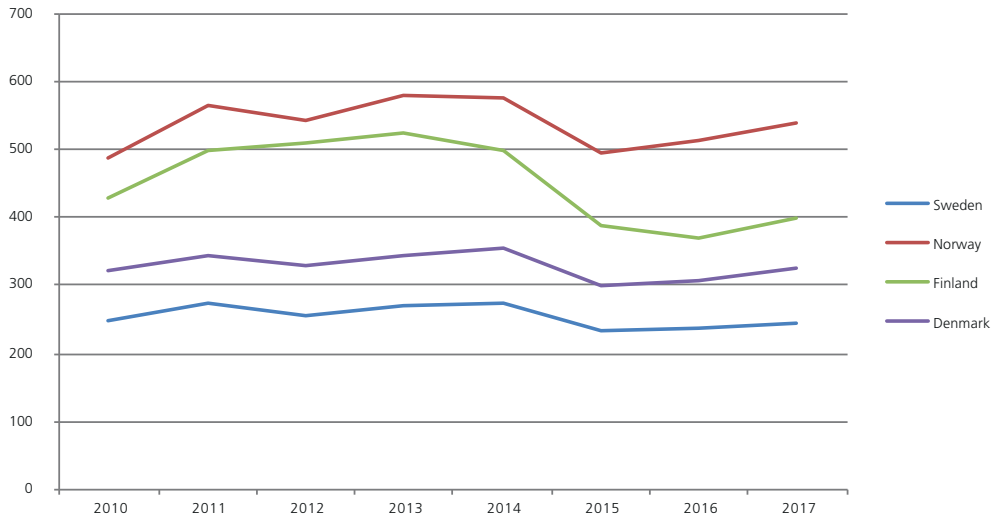
VI. Inflation rates



Source: <http://www.inflation.eu/inflation-rates/cpi-inflation.aspx>

VII. Growth

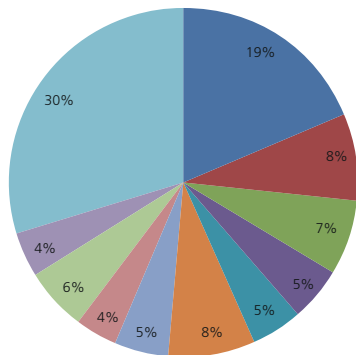
GDP Growth
(in millions of US\$)



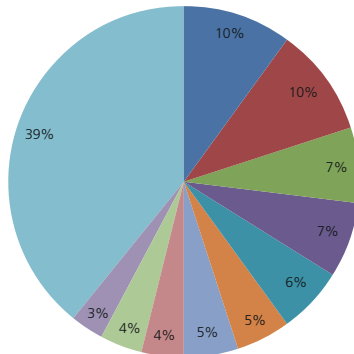
VIII. Major trading partners

Sweden

Import

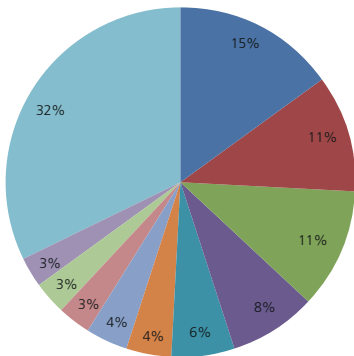


Export

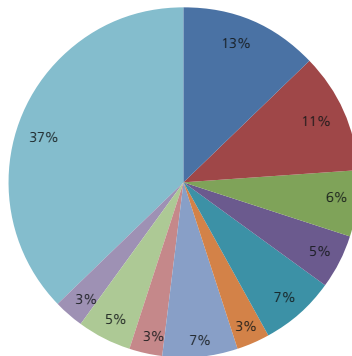


Finland

Import



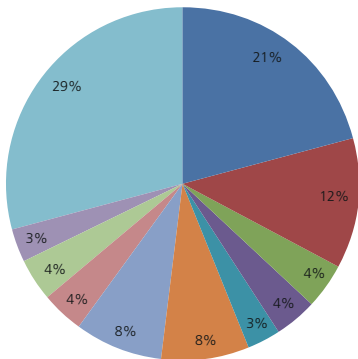
Export



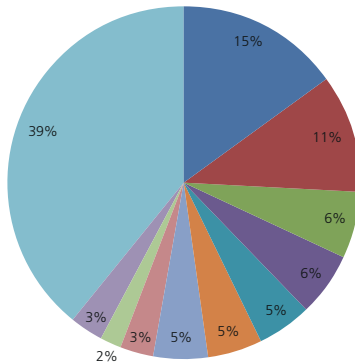
- Germany
- Sweden
- Russia
- China
- The Netherlands
- France
- US
- Estonia
- UK
- Poland
- Other countries

Denmark

Import



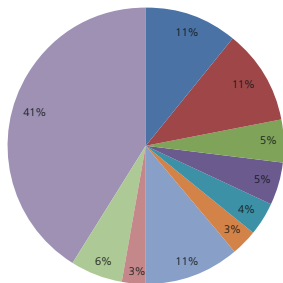
Export



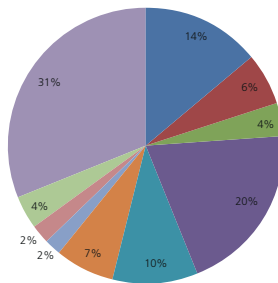
- Germany
- Sweden
- Norway
- UK
- US
- The Netherlands
- China
- Poland
- Italy
- France
- Other countries

Norway

Import



Export



IX. Transactions with Germany

| | Sweden | Finland | Denmark | Norway |
|--|--------|---------|---------|--------|
| Foreign trade (million euro in 2017, January - June) | | | | |
| Imports from Germany | 12,836 | 6,992 | 16,453 | 8,381 |
| Exports to Germany | 7,421 | 6,249 | 13,339 | 14,861 |
| Balance | -5,415 | -743 | -3,114 | 6,480 |

X. Overview of public holidays in 2018

| Sweden | | |
|--------|----------------------------------|----------------|
| 01 | January | New Year's Day |
| 06 | January | Epiphany |
| 30 | March (varies from year to year) | Good Friday |
| 01 | April (varies from year to year) | Easter Day |
| 02 | April (varies from year to year) | Easter Monday |
| 01 | May | Labor Day |
| 10 | May (varies from year to year) | Ascension Day |
| 06 | June | National Day |
| 22 | June (varies from year to year) | Midsummer Eve |
| 23 | June (varies from year to year) | Midsummer Day |
| 03 | November | All Saints Day |
| 24 | December | Christmas Eve |
| 25 | December | Christmas Day |
| 26 | December | Boxing Day |
| 31 | December | New Year's Eve |

Finland

| | | |
|----|----------------------------------|-------------------|
| 01 | January | New Year's Day |
| 06 | January | Epiphany |
| 30 | March (varies from year to year) | Good Friday |
| 01 | April (varies from year to year) | Easter Day |
| 02 | April (varies from year to year) | Easter Monday |
| 01 | May | Labor Day |
| 10 | May (varies from year to year) | Ascension Day |
| 22 | June (varies from year to year) | Midsummer Eve |
| 23 | June (varies from year to year) | Midsummer Day |
| 06 | December | Independence Day |
| 24 | December | Christmas Eve |
| 25 | December | Christmas Day |
| 26 | December | St. Stephen's Day |
| 31 | December | New Year's Eve |

Denmark

| | | |
|----|----------------------------------|--------------------|
| 01 | January | New Year's Day |
| 29 | March (varies from year to year) | Maundy Thursday |
| 30 | March (varies from year to year) | Good Friday |
| 01 | April (varies from year to year) | Easter Day |
| 02 | April (varies from year to year) | Easter Monday |
| 27 | April | General Prayer Day |
| 10 | May (varies from year to year) | Ascension Day |
| 20 | May | Bank Holiday |
| 21 | May | Whit Monday |
| 05 | June | Constitution Day |
| 24 | December | Christmas Eve |
| 25 | December | Christmas Day |
| 26 | December | St. Stephen's Day |
| 31 | December | New Year's Eve |

Norway

| | | |
|----|----------------------------------|------------------|
| 01 | January | New Year's Day |
| 25 | March (varies from year to year) | Palm Sunday |
| 29 | March (varies from year to year) | Maundy Thursday |
| 30 | March (varies from year to year) | Good Friday |
| 01 | April (varies from year to year) | Easter Day |
| 02 | April (varies from year to year) | Easter Monday |
| 01 | May | Labor Day |
| 10 | May (varies from year to year) | Ascension Day |
| 17 | May | National Day |
| 20 | May (varies from year to year) | Pentecost |
| 21 | May (varies from year to year) | Pentecost Monday |
| 24 | December | Christmas Eve |
| 25 | December | Christmas Day |
| 26 | December | Boxing Day |
| 31 | December | New Year's Eve |

I. Establishing a company

| | Sweden | Finland | Denmark | Norway |
|---------------------------|---|---|---|--|
| Incorporated companies | | | | |
| Limited liability company | <p>Private Ltd, AB (<i>privat aktiebolag</i>)</p> <ul style="list-style-type: none"> » Share capital at least SEK 50,000 (approx. EUR 5,300) » Legal person and holder of rights and obligations » Taxable entity | <p>Private Ltd, Oy (<i>Osakeyhtiö</i>)/ Ab (<i>Aktiebolag</i>)</p> <ul style="list-style-type: none"> » Share capital at least EUR 2,500 » Legal person and holder of rights and obligations » Taxable entity | <p>Private Ltd, ApS (<i>Anpartselskab</i>)</p> <ul style="list-style-type: none"> » Share capital at least DKK 50,000 (approx. EUR 6,600) » Legal person and holder of rights and obligations » Taxable entity <p>Entrepreneur company, IVS (<i>Iværksætterselskab</i>)</p> <ul style="list-style-type: none"> » Share capital at least DKK 1 » The company is obligated to retain at least 25 % of the profit until the capital reaches DKK 50,000 (approx. EUR 6,600) » Legal person and holder of rights and obligations » Taxable entity | <p>Private Ltd, AS (<i>Aksjeselskap</i>)</p> <ul style="list-style-type: none"> » Share capital at least NOK 30,000 (approx. EUR 3,300) » Legal person and holder of rights and obligations » Taxable entity |

| | Sweden | Finland | Denmark | Norway |
|--------------------------------|---|---|---|---|
| Joint stock company | <p>Public Ltd, AB (<i>publikt aktiebolag</i>)</p> <ul style="list-style-type: none"> » Share capital at least SEK 500,000 (approx. EUR 53,000) » Legal person and holder of rights and obligations » Taxable entity | <p>Oyj (<i>Julkinen osakeyhtiö</i>)/ Abp (<i>publikt aktiebolag</i>)</p> <ul style="list-style-type: none"> » Share capital at least EUR 80,000 » Legal person and holder of rights and obligations » Taxable entity | <p>Public Ltd, A/S (<i>aktieselskab</i>)</p> <ul style="list-style-type: none"> » Share capital at least DKK 500,000 (approx. EUR 66,000) » Legal person and holder of rights and obligations » Taxable entity | <p>ASA (<i>Allmenn Aksjeselskap</i>)</p> <ul style="list-style-type: none"> » Share capital at least NOK 1,000,000 (approx. EUR 110,000) » Legal person and holder of rights and obligations » Taxable entity |
| European companies (SE) | <ul style="list-style-type: none"> » An incorporated company with a minimum capital of EUR 120,000. Its registered office must be located in an EU or EEA country » However, it can be moved to another location at any time » An SE is treated in each Member State as a joint stock company formed in accordance with the law of the country in which the SE's registered office is situated | <ul style="list-style-type: none"> » An incorporated company with a minimum capital of EUR 120,000. Its registered office must be located in an EU or EEA country » However, it can be moved to another location at any time » An SE is treated in each Member State as a joint stock company formed in accordance with the law of the country in which the SE's registered office is situated | <ul style="list-style-type: none"> » An incorporated company with a minimum capital of EUR 120,000. Its registered office must be located in an EU or EEA country » However, it can be moved to another location at any time » An SE is treated in each Member State as a joint stock company formed in accordance with the law of the country in which the SE's registered office is situated | <ul style="list-style-type: none"> » An incorporated company with a minimum capital of EUR 120,000. Its registered office must be located in an EU or EEA country » However, it can be moved to another location at any time » An SE is treated in each Member State as a joint stock company formed in accordance with the law of the country in which the SE's registered office is situated |

| Partnerships | | | | |
|----------------------------|--|---|--|---|
| General partnership | HB (<i>handelsbolag</i>) <ul style="list-style-type: none"> » Established through a partnership agreement by at least two company founders » The partners have equal status in all the company's operations and are personally responsible for company decisions, liabilities, and debts » Legal person and holder of rights and obligations » Taxed by dividing the profit and net assets between the partners | AY (<i>avoin yhtiö</i>)/ ÖB (<i>öppet bolag</i>) <ul style="list-style-type: none"> » Established through a partnership agreement by at least two company founders » The partners have equal status in all the company's operations (if not otherwise agreed in partnership agreement) and are personally responsible for company decisions, liabilities, and debts » Legal person and holder of rights and obligations » Taxed by dividing the profit and net assets between the partners according to the terms of partnership agreement | I/S (<i>interessentskab</i>) <ul style="list-style-type: none"> » Established through a partnership agreement by at least two company founders » The partners have equal status in all the company's operations and are personally responsible for company decisions, liabilities, and debts » Legal person and holder of rights and obligations » Taxed by dividing the profit and net assets between the partners (transparent) | ANS/DA (<i>ansvarlig selskap</i>) <ul style="list-style-type: none"> » Established through a partnership agreement by at least two company founders » The partners have equal status in all the company's operations (if not otherwise agreed in partnership agreement) and are personally responsible for company decisions, liabilities, and debts » Legal person and holder of rights and obligations » Taxed by dividing the profit and net assets between the partners according to the terms of partnership agreement » DA (ANS med Delt Ansvar). In this form, each of the participants can only be held liable for as high a percentage of debts as outlined in a predetermined founding contract |

| | Sweden | Finland | Denmark | Norway |
|---------------------|--|--|---|---|
| Limited partnership | <p>KB (<i>kommanditbolag</i>)</p> <ul style="list-style-type: none"> » Established through a partnership agreement by at least two company founders » There is at least one limited partner, i.e. a participant in the company who generally acts as an investor » A limited partners' personal responsibility for company's liabilities and debts is limited to the capital invested » Legal person and holder of rights and obligations » Taxed by dividing the profit and net assets between the partners | <p>KY (<i>kommandiittiyhtiö</i>)/ KB (<i>kommanditbolag</i>)</p> <ul style="list-style-type: none"> » Established through a partnership agreement by at least two company founders » There is at least one limited partner, i.e. a participant in the company who generally acts as an investor. Limited partners' personal responsibility for the company's liabilities and debts is limited to the capital invested. General partners' personal responsibility as in general partnership » Legal person and holder of rights and obligations » Taxed by dividing the profit and net assets between the partners according to the terms of partnership agreement | <p>K/S (<i>kommanditseskab</i>)</p> <ul style="list-style-type: none"> » Established through a partnership agreement by at least two company founders » The general partner, who has management control, shares the profits of the firm in predefined proportions and carries liability for the debts of the partnership. The limited partners are only liable for debts incurred by the firm to the extent of their Investment » Legal person and holder of rights and obligations » Danish corporate tax is avoided completely if there are nonresident partners and if the trading company works solely outside Denmark | <p>KS (<i>kommandittselskap</i>)</p> <ul style="list-style-type: none"> » The company is owned by two types of entities: the general partner, who holds unlimited liability, and one or more limited partners with limited liability » Each limited partner must pay equity of NOK 20,000, of which 20 % must be paid before the registration at Brønnøysund Register Centre » The general partner must supply at least 10 % of the total equity » Legal person and holder of rights and obligations » Taxed by dividing the profit and net assets between the partners |

| Other | | | | |
|-----------------------------------|---|--|---|---|
| Branch of a foreign trader | Filial <ul style="list-style-type: none"> » Part of a foreign organization that runs a continuous business in Sweden in the name and for the benefit of the foreign organisation » No legal personality » Taxable entity, as it is usually a permanent establishment of the foreign company | Sivuliike/Filial <ul style="list-style-type: none"> » Part of a foreign organization that runs a continuous business in Finland in the name and for the benefit of the foreign organisation » Must operate in the same line of business as the foreign trader » No legal personality » Taxable entity | Filial <ul style="list-style-type: none"> » Part of a foreign organization that runs a continuous business in Denmark in the name and for the benefit of the foreign organisation » No legal personality » Taxable entity as it is usually a permanent establishment of the foreign company | NUF (Norskregistrert utenlandsk foretak) <ul style="list-style-type: none"> » Part of a foreign organization that runs a continuous business in Norway in the name and for the benefit of the foreign organisation » Must operate in the same line of business as the foreign trader » No legal personality » Taxable entity |
| Foundation | Foundation (Stiftelse) <ul style="list-style-type: none"> » Set up to manage property donated for a particular purpose. No owners, shareholders, or members » Legal person and holder of rights and obligations » Taxable entity for business operations | Säätiö/Stiftelse <ul style="list-style-type: none"> » Set up to manage property donated for a particular purpose. No owners, shareholders, or members » Legal person | Foundation (Fond) <ul style="list-style-type: none"> » Set up to manage property donated for a particular purpose. No owners, shareholders, or members » Legal person and holder of rights and obligations » Taxable entity for business operations | Stiftelse <ul style="list-style-type: none"> » Set up to manage property donated for a particular purpose. No owners, shareholders, or members » Legal person |

| | Sweden | Finland | Denmark | Norway |
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| Economical associations | <p>Economic association (<i>Ekonomisk förening</i>)</p> <ul style="list-style-type: none"> » Established by at least three persons. Owned by its members » Legal person and holder of rights and obligations » Taxable entity | <p>Cooperative association (<i>Osuuskunta/Andelslag</i>)</p> <ul style="list-style-type: none"> » Established by at least three persons. Owned by its members » Legal person and holder of rights and obligations » Taxable entity <p>R.y. (<i>Rekisteröity yhdistys</i>)/ r.f. (<i>Registrerad förening</i>)</p> <ul style="list-style-type: none"> » A non-profit association is an organisation that is meant to be permanent, founded by several persons or several organisations having legal capacity, for the realization of a common non-profit purpose » Legal person and holder of rights and obligations » Taxable entity for business operations | <p>Economic association, (<i>Erhvervsdrivende Forening</i>)</p> <ul style="list-style-type: none"> » Established by at least two persons. Owned by its members » Legal person and holder of rights and obligations » Taxable entity <p>Non-governmental organisations (NGO-associations) (<i>almennyttig forening</i>)</p> <ul style="list-style-type: none"> » A non-profit association is an organisation that is meant to be permanent, founded by several persons or several organisations having legal capacity, for the realisation realization of a common non-profit purpose » Legal person and holder of rights and obligations » Taxable entity for business operations | <p>SA (<i>Samvirkeforetak</i>)</p> <ul style="list-style-type: none"> » Established by at least two persons. Owned by its members » Legal person and holder of rights and obligations » Taxable entity |

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| Proprietorship | Proprietorship (<i>Enskild firma</i>) <ul style="list-style-type: none"> » Not a separate legal entity, a holder of rights and obligations, and not a taxable entity » The natural person is taxed for income from business activities | Tmi (<i>Toiminimi</i>)/ Fma (<i>Enskild näringsidkare</i>) <ul style="list-style-type: none"> » Not a holder of rights and obligations, and not a taxable entity » The entrepreneur bears the liability and is also taxed for the profit | Proprietorship (<i>Enkeltmandsvirksomhed</i>) <ul style="list-style-type: none"> » Not a separate legal entity, a holder of rights and obligations, and not a taxable entity » The natural person is taxed for income from business activities | ENK (<i>Enkeltpersonforetak</i>) <ul style="list-style-type: none"> » Not a holder of rights and obligations, and not a taxable entity » The entrepreneur bears the liability and is also taxed for the profit |
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Copenhagen



II. Working

| | Sweden | Finland | Denmark | Norway |
|--------------------------|--|--|---|---|
| Employment and labor law | | | | |
| General | <p>Formal requirements for employment relationship</p> <ul style="list-style-type: none"> » Written contract is not required to enter into agreement <p>Notice period</p> <ul style="list-style-type: none"> » Depends on the duration of employment, 1–6 months » Depends on the age of the employee for employment commenced before January 1, 1997 » Variations occur in collective agreements <p>Probationary period</p> <ul style="list-style-type: none"> » 6 months allowed by law » Variations occur in collective agreements | <p>Formal requirements for employment relationship</p> <ul style="list-style-type: none"> » Written contract not required by law <p>Notice period</p> <ul style="list-style-type: none"> » Depends on the duration of employment, 1-6 months <p>Probationary period</p> <ul style="list-style-type: none"> » 6 months allowed by law (additionally limiting to half of the fixed-term of employment). Can be extended by 1 month for each 30 days' absence due to sickness or parental leave » During the probationary period, the employment may be terminated without a notice period | <p>Formal requirements for employment relationship</p> <ul style="list-style-type: none"> » Written employment agreement. The Danish Act of Statements of Employment (based on EU regulations) contains minimum requirements as to the contracts of the employment agreement <p>Notice period</p> <ul style="list-style-type: none"> » Depends on the duration of employment, 1–6 months » Variations occur in collective agreements <p>Probationary period</p> <ul style="list-style-type: none"> » 3 months allowed by law | <p>Formal requirements for employment relationship</p> <ul style="list-style-type: none"> » Written employment contract and Norwegian tax card (<i>skattekort</i>) are mandatory <p>Notice period</p> <ul style="list-style-type: none"> » Depends on the employment time and age of employee, 1-6 months <p>Probationary period</p> <ul style="list-style-type: none"> » 6 months allowed by law |

| | Sweden | Finland | Denmark | Norway |
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| Managing director | <ul style="list-style-type: none"> » An employee who is normally exempted from the application of the Employment Protection Act, which means that the contract may stipulate other conditions for termination, notice periods, etc. » As the Act is not applicable, the contract should be much more comprehensive than is otherwise required | <ul style="list-style-type: none"> » Is a part of the company and hence not employed by the company. Therefore, the provisions of the Employment Contracts Act, Working Hours Act, and Annual Holidays Act are not applicable to an MD » Terms regarding working hours, holidays, etc. stipulated in a contract » Should hence be much more comprehensive » Collective agreements do not apply to MD | <ul style="list-style-type: none"> » Normally exempted from the application of The Salary Employment Act, The Holiday Act etc., which means that the contract may stipulate other conditions as to termination, notice periods, etc. » The parties are free to agree on the terms and conditions of the employment, which should hence be much more comprehensive | <ul style="list-style-type: none"> » The managing director and at least half of the members of the board must reside in Norway or another EEA country |

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| Employment forms | <ul style="list-style-type: none"> » Permanent employment as a general rule » Temporary employment is allowed, but may be converted to permanent employment if the employee has sufficient employment time with a certain employer | <ul style="list-style-type: none"> » Permanent employment as a general rule » Temporary employment allowed 1) on employee's initiative, or 2) on employer's initiative, provided that there are justified reasons for fixed-term employment » Contracts made for a fixed term on the employer's initiative without a justified reason and consecutive fixed-term contracts concluded without a justified reason are considered valid indefinitely | <ul style="list-style-type: none"> » Permanent employment as a general rule » Temporary employment is allowed, but may be converted to permanent employment if prolonged consecutively without valid reason(s) | <ul style="list-style-type: none"> » Permanent employment as a general rule » Temporary employment is allowed, but may be converted to permanent employment if the employee has sufficient employment time with a certain employer |
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| | Sweden | Finland | Denmark | Norway |
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| Termination | <p>By the employee</p> <ul style="list-style-type: none"> » Reason does not have to be provided » Notice period applies if the termination does not result from gross breach of contract by the employer <p>By the employer</p> <ul style="list-style-type: none"> » Dismissal requires a good cause, which may be either due to redundancy or personal causes » The good cause requirement is not met if the employer can offer another position to the employee » Notice period applies <p>Summary dismissal</p> <ul style="list-style-type: none"> » Requires gross breach of the employment contract by the employee » Not subject to a notice period | <p>By the employee</p> <ul style="list-style-type: none"> » Reason does not have to be provided » Notice period applies if the termination does not result from gross breach of contract by the employer <p>By the employer</p> <ul style="list-style-type: none"> » Dismissal requires a good cause, which may result from personal or financial reasons and production related grounds » The good cause requirement is not met if the employer can offer another position to the employee » Notice period applies <p>Summary dismissal</p> <ul style="list-style-type: none"> » Termination without notice possible only for particularly weighty reasons » Termination without notice is not possible on financial and production-related grounds | <p>By the employee</p> <ul style="list-style-type: none"> » Reason does not have to be provided » Notice period applies if the termination does not result from gross breach of contract by the employer » One month's notice for expiry at the end of the month <p>By the employer</p> <ul style="list-style-type: none"> » Dismissal requires a good cause, which may result from the employee's personal or the employer's financial and business related grounds » The notice period depends on the duration of the employment at the time of giving the notice of termination » 0 < 5 months: 1 month » 5 months < 2 years and 9 months: 3 months » 2 years and 9 months < 5 years and 8 months: 4 months | <p>By the employee</p> <ul style="list-style-type: none"> » Reason does not have to be provided » Notice period applies if the termination does not result from gross breach of contract by the employer <p>By the employer</p> <ul style="list-style-type: none"> » Dismissal requires a good cause, which may result from personal or financial reasons and production related grounds » The good cause requirement is not met if the employer can offer another position to the employee » Notice period applies |

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| | | | <ul style="list-style-type: none"> » 5 years and 8 months < 8 years and 7 months: 5 months » 8 years and 7 months or more: 6 months (Above is applicable for white collar employees only) | |
| Unions and collective agreements | <p>Right to employee participation</p> <ul style="list-style-type: none"> » The employer is required to inform unions with which there are collective agreements as well as other unions which have members in the workforce about plans and events that have an effect on employees » Failure to comply with this requirement is sanctioned by damages <p>Duty to negotiate</p> <ul style="list-style-type: none"> » The employer is required to negotiate with unions with which there are collective agreements as well as other unions which have members in the workforce before | <p>Right to employee participation</p> <ul style="list-style-type: none"> » Employee participation is protected by law. Substantial worker participation rate, more than 70 % » The employer must observe at least the provisions of the national collective agreement declared as generally binding within the sector in question » Any provision of an employment contract that is in conflict with an equivalent term in the applicable generally binding collective agreement is void, and the equivalent provision in the generally | <p>Right to employee participation</p> <ul style="list-style-type: none"> » Outside of collective bargaining agreements, there is mandatory employee participation by 1/3 (in the top-tier corporate governing body) if there are more than 35 full-time employees on average » In collective bargaining agreements, a joint cooperation committee must be established with employees/union representative if there are more than 35 full-time employees on average | <p>Right to employee participation</p> <ul style="list-style-type: none"> » The Norwegian labor market is regulated by both legislation and through collective bargaining agreements (<i>tariffavtale</i>) » Trade unions traditionally hold a powerful position in Norway <p>Duty to negotiate</p> <ul style="list-style-type: none"> » Prior to any action to dismiss an employee, the employer must discuss the matter with the employee and the employees' elected representatives » The statutory period of notice of termination varies between one and six months |

| | Sweden | Finland | Denmark | Norway |
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| | <p>taking decision that have an effect on one or more employees</p> <ul style="list-style-type: none"> » Failure to comply with the requirement is sanctioned by damages | <p>applicable collective agreement is applied instead</p> <p>Duty to negotiate</p> <ul style="list-style-type: none"> » The duty to negotiate with employees or their elected representatives concerns employers regularly employing 20 employees or more » Failure to comply with the duty may result in the employee's right to compensation (max. EUR 30,000) | | |
| Minimum requirements and conditions | <p>Wage</p> <ul style="list-style-type: none"> » No statutory minimum wage rate » The minimum wages stipulated by collective agreements within different industries are generally respected, even by employers not bound by the agreements | <p>Wage</p> <ul style="list-style-type: none"> » No statutory minimum wage rate » Collective agreements include minimum wage rates » If a collective agreement is not applicable to an employment relationship and the employer and the employee have not agreed on the remuneration to be paid for the work, the | <p>Wage</p> <ul style="list-style-type: none"> » No statutory minimum wage rate » Collective agreements often include minimum wage rates <p>Working time</p> <ul style="list-style-type: none"> » Normal office working time in Denmark is 37 hour per week: 7.5 hours Monday to Thursday and 7 hours Friday. Lunchtime is not paid. This means that work | <p>Wage</p> <ul style="list-style-type: none"> » No statutory minimum wage rate » Wages fall within a national scale negotiated by labor, employers, and local governments <p>Working time</p> <ul style="list-style-type: none"> » Ordinary working hours for full time employees are usually limited to 40 hours per week, excluding lunchtime. There are, however, |

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| | <p>Working time</p> <ul style="list-style-type: none"> » The law stipulates that an ordinary working day is 8 hours and an ordinary working week is 40 hours. Overtime may be required by the employer within limits stipulated by law » Many collective agreements have rules for working time | <p>employee shall be paid reasonable “normal” remuneration for the work performed</p> <p>Working time</p> <ul style="list-style-type: none"> » The time spent on work and the time an employee is required to be present at a place of work at the employer’s disposal are considered working hours » Regular working hours shall not exceed eight hours a day or 40 hours a week. The regular weekly working hours can also be arranged in such a way that the average is 40 hours over a period of no more than 52 weeks » Overtime refers to work carried out on the employer’s initiative in addition to the regular working hours » Explicit consent of the employee is required in each case of overtime | <p>is usually done from 8.30 to 16.30, including 30 minutes unpaid lunchtime</p> <ul style="list-style-type: none"> » However, the employer and employee agree on precise working time arrangements as part of the hiring process » Overtime is not regulated by law and shall thus also be addressed in the contract » The average working hours may not exceed 48 hours in a 4 months period | <p>a number of collective agreements that specify a shorter normal working week for particular types of work</p> <ul style="list-style-type: none"> » Normal working hours may, under special circumstances, exceed 40 hours a week, as long as the average does not exceed 13 hours a day or 48 hours per any 7 days |
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| | Sweden | Finland | Denmark | Norway |
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| | | <ul style="list-style-type: none"> » Many collective agreements have specific provisions for working time | | |
| Minimum requirements and conditions | <p>Annual leave</p> <ul style="list-style-type: none"> » The statutory minimum leave is 25 days per year <p>Severance pay</p> <ul style="list-style-type: none"> » There is no obligation to pay severance pay when there is good cause for termination | <p>Annual leave</p> <ul style="list-style-type: none"> » An employee is entitled to two and a half weekdays of leave for each full leave credit month. However, the entitlement is two weekdays of leave for each full leave credit month if the duration of the employment has been less than one year (i.e. maximum statutory annual leave entitlement is either 24 or 30 days) » An employee is granted annual leave at a time determined by the employer. A total of 24 weekdays of the annual leave must be taken in the holiday season (summer holiday; until 30.09.). The rest of the leave (winter holiday) must be granted by the start of the following holiday season (until 01.05.) | <p>Annual leave</p> <ul style="list-style-type: none"> » The statutory minimum leave is 5 weeks per year. Paid leave requires the employee to have accrued leave days in the past calendar year <p>NOTE: A new law regulating leave is enacted and will come into force on September 1, 2020. This law will change the current leave system in Denmark.</p> <p>Severance pay</p> <ul style="list-style-type: none"> » 1 month's salary if the employee has more than 12 years of tenure at the time of expiration of the notice period, and » 3 months' salary, if the employee has more than 17 years of tenure at the time of expiration of the notice period. (Above is applicable to white collar employees only) | <p>Annual leave</p> <ul style="list-style-type: none"> » The statutory minimum leave is 25 days per year » Employees above the age of 60 are granted 6 additional leave days per year <p>Severance pay</p> <ul style="list-style-type: none"> » An employee cannot claim severance pay under Norwegian law. If dismissal is justified, claims are limited to salary during the notice period » The employment contract for a company's CEO may state that the CEO waives his/her employment protection in exchange for a severance payment. Such agreement must be done in advance and in writing |

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| | | <ul style="list-style-type: none"> » Employees have the right to receive at least their regular or average pay for the time of their annual leave » Leave pay calculations differ based on whether the employee's salary is calculated on a weekly, monthly, or hourly basis <p>Severance pay</p> <ul style="list-style-type: none"> » No obligation to pay if the employee is terminated for good cause | | |
| <p>Minimum requirements and conditions</p> | <p>Parental leave</p> <ul style="list-style-type: none"> » Maternity leave of 7 weeks prior to as well as after giving birth. Parental benefits are paid in total for 480 days for each child, to be divided between the parents » Right to parental leave during the first 18 months regardless of whether parental benefits are paid » Right to parental leave | <p>Parental leave</p> <ul style="list-style-type: none"> » Maternity leave begins 50 (maximum) to 30 (minimum) days before the due date. Maternity allowance is paid for 105 working days » Paternity leave lasts up to 54 working days and may be used after birth » Childcare leave may be taken in order to care for a child until the child reaches the age of three | <p>Parental leave</p> <ul style="list-style-type: none"> » Women have the right to four weeks of pregnancy leave before the expected date of birth and 14 weeks of maternity leave after childbirth, of which the first two weeks are mandatory » Fathers have the right to take up to two weeks of paternity leave, which must be taken within the first 14 weeks after | <p>Parental leave</p> <ul style="list-style-type: none"> » Parental leave is a statutory right for all parents (regardless of gender) in Norway » From 1 July 2013, parental leave may be fully paid by the Norwegian National Insurance for a maximum of 49 weeks (or maximum of 59 weeks at 80% pay) » Parental leave may be freely distributed between |

| | Sweden | Finland | Denmark | Norway |
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| | <p>when parental benefits are paid during the first 4 years</p> <p>Sick leave</p> <ul style="list-style-type: none"> » An employee may be absent for 7 days without a medical certificate » The first day of absence is without pay » For day 2–14, the sick pay is 80 % and paid by the employer » From day 15, the employee instead receives sickness benefits | <ul style="list-style-type: none"> » The employee must notify the employer of maternity, paternity, parental leave, or childcare leave at least two months before the intended start of the leave » The right to parenthood allowances is regulated in the Health Insurance Act <p>Sick leave</p> <ul style="list-style-type: none"> » According to the Employment Contracts Act, an employee who is unable to perform work duties due to sickness is entitled to his/her salary for up to nine days from the start of the illness » Several collective agreements contain provisions for a longer paid sick leave (up to 4–6 weeks) | <p>the birth or the date on which the child moves into the parents' home</p> <ul style="list-style-type: none"> » After the first 14 weeks, both the mother and the father have the right to up to a total of 32 weeks of parental leave, provided that both parents are working in Denmark » Salaried employees are entitled to half of their salary during the 4 weeks of pregnancy leave and the 14 weeks of the maternity leave. During this period, the employer will receive a refund from the government » However, companies often grant their employees further rights (14 + 10 weeks of paid maternity leave and 10 weeks for the father) » Collective agreements also provide for further rights (14 + 13 weeks of paid leave) | <p>the parents, except that 10 weeks are reserved for each parent and that the first 6 weeks of the leave are reserved for the mother</p> |

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| | | | Sick leave | |
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- » Employees covered by the Salaried Employees Act are entitled to their salary for the duration of the illness. However, after the first 30 days, the municipality will reimburse the employer for part of the salary (sick pay)
- » The Employer has to pay for any medical examinations requested from the employee

Helsinki



III. Insolvency – obligations and risks

| | Sweden | Finland | Denmark | Norway |
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| Board | | | | |
| Obligations | <ul style="list-style-type: none"> » The Board of Directors is responsible for the appropriate arrangement of control over company accounts and finances » Obligation to establish adequate risk management and internal controls | <ul style="list-style-type: none"> » The Board of Directors is responsible for the appropriate arrangement of control over company accounts and finances » Obligation to control the amount of equity. Should the Board of Directors notice that the company has negative equity, the Board shall at once make a register notification on the loss of share capital | <ul style="list-style-type: none"> » In addition to performing overall and strategic management duties, the Board of Directors is responsible for the appropriate arrangement of control of the company accounts and finances » Obligation to establish adequate risk management and internal controls » Obligation to ensure that the board of managers performs its duties properly and as directed by the Board | <ul style="list-style-type: none"> » The Board of Directors must manage the company's affairs in the best interests of the company and its shareholders » The overall liability resides with the Board |
| Risks | Inadequate control may result in liability to pay damages | | | |

| | Sweden | Finland | Denmark | Norway |
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| Managing Director | | | | |
| Obligations | <ul style="list-style-type: none"> » Only public limited liability companies are required to also have a Managing Director. The Managing Director is responsible for controlling the finances of the company and reporting to the Board » The Managing Director must act according to instructions and orders given by the Board of Directors | <ul style="list-style-type: none"> » The Managing Director must ensure that the company's accounts are in compliance with the law and that its financial affairs have been arranged in a reliable manner. The Managing Director must act according to instructions and orders given by the Board of Directors | <ul style="list-style-type: none"> » In a public limited liability company, the day-to-day business is managed by the board of managers (Direktion) » The Managing Director is responsible for controlling the finances of the company and reporting to the Board » The Managing Director shall act according to instructions and orders given by the Board of Directors | <ul style="list-style-type: none"> » Only public limited liability companies are required to have a Managing Director (daglig leder) » The Managing Director is responsible for controlling the finances of the company and reporting to the Board |
| Risks | Inadequate control may result in liability to pay damages | | | |

| General meeting/shareholders | | | | |
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| Obligations | <ul style="list-style-type: none"> » The shareholders' rights are exercised at the Shareholders' general meeting » Decisions are generally made by simple majority, although certain resolutions require a qualified majority » If there is reason to believe that the equity amounts to less than half of the share capital, a balance sheet for liquidation purposes must be established » If the capital deficiency cannot be remedied, the shareholders must vote for liquidation | <ul style="list-style-type: none"> » The shareholders' rights are exercised at the Shareholders' general meeting » Decisions are generally made by simple majority, although certain resolutions require a qualified majority » If there is a reason to believe that the equity amounts to less than the share capital, an official announcement has to be registered in the Trade register » In a public company, a financial closure has to be prepared if there is reason to believe that the equity amounts to less than half of the share capital. The shareholders' meeting has up to 3 months to decide on further steps | <ul style="list-style-type: none"> » The shareholders' rights are exercised at the Shareholders' general meeting » Decisions are generally made by simple majority, although certain resolutions require a qualified majority » If there is reason to believe that the equity amounts to less than half of the registered share capital, action must be taken to remedy the capital deficiency. The management must ensure that a general meeting is held within six months | <ul style="list-style-type: none"> » The shareholders' rights are exercised at the Shareholders' general meeting (<i>Generalforsamling</i>) » Decisions are generally made by simple majority, although certain resolutions require a qualified majority |
| Risks | Failure to comply may lead to personal responsibility for debts of the company | | | |

IV. Signing of contracts

| | Sweden | Finland | Denmark | Norway |
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| General guidelines | <p>May be entered orally or by implicit acquiescence</p> <p>Written agreement is required by law in certain situations, including:</p> <ul style="list-style-type: none"> » Transfer of real property » Wills » Prenuptial agreements » Collective agreements » Consumer credits | <p>May be entered orally or by implicit acquiescence</p> <p>Written agreement is required by law in certain situations, including:</p> <ul style="list-style-type: none"> » Transfer of real property » Wills » Prenuptial agreements » Collective agreements » Consumer credits | <p>May be entered orally or by implicit acquiescence</p> <p>Written agreement is required by law in certain situations, including:</p> <ul style="list-style-type: none"> » Transfer of real property » Wills » Prenuptial agreements » Consumer credits » Employment contract | <p>May be entered orally or by implicit acquiescence</p> <p>Written agreement is required by law in certain situations, including:</p> <ul style="list-style-type: none"> » Wills » Prenuptial agreements » Collective agreements » Consumer credits » Labor contracts » Ground leases |
| Representation | <ul style="list-style-type: none"> » For legal persons, authorization to represent the company may be viewed in the company register, which should be done before contracts are signed | <ul style="list-style-type: none"> » For legal persons, authorization to represent the company may be viewed in the company register, which should be done before contracts are signed | <ul style="list-style-type: none"> » For legal persons, authorization to represent the company may be viewed in the public company register, which should be done before contracts are signed | <ul style="list-style-type: none"> » For legal persons, authorization to represent the company may be viewed in the company register, which should be done before contracts are signed |

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| Consumer contracts | <ul style="list-style-type: none"> » Several laws stipulate that the contracts should be in writing » Contractual terms and conditions that unreasonably place a consumer at a disadvantage compared to standards set by law are not binding to the consumer | <ul style="list-style-type: none"> » Several laws stipulate that the contracts should be in writing » Contractual terms and conditions that unreasonably place a consumer at a disadvantage compared to standards set by law are not binding to the consumer | <ul style="list-style-type: none"> » Several laws stipulate that the contracts should be in writing » Standard terms and conditions that unreasonably place a consumer at a disadvantage compared to standards set by law are not binding to the consumer | <ul style="list-style-type: none"> » Different laws stipulate that consumer contracts should be in writing » Contractual terms and conditions that unreasonably place a consumer at a disadvantage compared to standards set by law are not binding to the consumer |
| Security Instruments | <p>Typical security instruments include:</p> <ul style="list-style-type: none"> » Pledges » Guarantees » Bank guarantees » Chattel mortgages | <p>Typical security instruments include:</p> <ul style="list-style-type: none"> » Pledges » Guarantees » Bank guarantees » Chattel mortgages | <p>Typical security instruments include:</p> <ul style="list-style-type: none"> » Pledges » Guarantees » Bank guarantees » Chattel mortgages | <p>Typical security instruments include:</p> <ul style="list-style-type: none"> » Pledges » Guarantees » Bank guarantees » Chattel mortgages |
| Material defects | <p>Legal consequences in case of material defects:</p> <ul style="list-style-type: none"> » Repair of defects » New product » Price reduction » Cancellation of the agreement » Compensation of damages | <p>Legal consequences in case of material defects:</p> <ul style="list-style-type: none"> » Repair of defects » New product » Price reduction » Cancellation of the agreement » Compensation of damages | <p>Legal consequences in case of (material) defects:</p> <ul style="list-style-type: none"> » Repair of defects » New product » Price reduction » Cancellation of the agreement » Compensation of damages | <p>Legal consequences in case of material defects:</p> <ul style="list-style-type: none"> » Repair of defects » New product » Price reduction » Cancellation of the agreement » Compensation of damages |

| | Sweden | Finland | Denmark | Norway |
|-------------------------------|--|--|--|---|
| Right of first refusal | <p>General</p> <ul style="list-style-type: none"> » Right of first refusal may be contractually agreed but is normally not valid towards a third party acting in good faith <p>Shares</p> <p>A limited company may include clauses in its AoA stipulating:</p> <ul style="list-style-type: none"> » Post-sale purchase right » Right of first refusal » Requirement of consent | <p>General</p> <ul style="list-style-type: none"> » Right of first refusal may be contractually agreed but is normally not valid towards a third party acting in good faith <p>Shares</p> <p>A limited liability company may include clauses in its AoA stipulating:</p> <ul style="list-style-type: none"> » Post-sale purchase right » Right of first refusal » Requirement of consent | <p>General</p> <ul style="list-style-type: none"> » Right of first refusal may be contractually agreed but is normally not valid towards a third party acting in good faith <p>Shares</p> <p>A limited liability company may include clauses in its AoA stipulating:</p> <ul style="list-style-type: none"> » Post-sale purchase right » Right of first refusal » Requirement of consent | <p>General</p> <ul style="list-style-type: none"> » Right of first refusal may be contractually agreed but is normally not valid towards a third party acting in good faith <p>Housing cooperative</p> <ul style="list-style-type: none"> » Right of first refusal is common <p>Shares</p> <p>A limited liability company may include clauses in its AoA stipulating:</p> <ul style="list-style-type: none"> » Post-sale purchase right » Requirement of consent |
| Right to restitution | <p>May exist when:</p> <ul style="list-style-type: none"> » Property has been taken against the will of the owner » Nullity of the power to dispose of the property due to e.g. cancellation of a purchase contract <p>Good faith of the third party usually not protected</p> | <p>May exist when:</p> <ul style="list-style-type: none"> » Property has been taken against the will of the owner » Nullity of the power to dispose of the property due to e.g. cancellation of a purchase contract <p>Good faith of the third party usually not protected</p> | <p>May exist when:</p> <ul style="list-style-type: none"> » Property has been taken against the will of the owner » Nullity of the power to dispose of the property due to e.g. cancellation of a purchase contract <p>Good faith of the third party protected</p> | <p>May exist when:</p> <ul style="list-style-type: none"> » Property has been taken against the will of the owner » Nullity of the power to dispose of the property due to e.g. cancellation of a purchase contract <p>Good faith of the third party normally protected if the property has not been deprived through criminal activity</p> |

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| Retention of title | <ul style="list-style-type: none"> » Usually a provision in purchases combined with credit agreements » Often associated with risk as the requirements for repossession of the purchased goods are high | <ul style="list-style-type: none"> » Usually a provision in purchases combined with credit agreements » Often associated with risk as the requirements for repossession of the purchased goods are high | <ul style="list-style-type: none"> » Retention of title clauses on goods for resale is not enforceable against creditors of the purchaser, unless consignment stock is agreed | <ul style="list-style-type: none"> » Usually a provision in purchases combined with credit agreements » Often associated with risk as the requirements for repossession of the purchased goods are high |
| International dispute resolution | <ul style="list-style-type: none"> » The applicable law and competent court may be agreed contractually in most cases » Arbitration is often advisable in cross-border matters, depending on the value of the subject matter | <ul style="list-style-type: none"> » The applicable law and competent court may be agreed contractually in most cases » Arbitration is often advisable in cross-border matters, depending on the value of the subject matter | <ul style="list-style-type: none"> » The applicable law and competent court may be agreed contractually in most cases » Arbitration is often advisable in cross-border matters, depending on the value of the subject matter | <ul style="list-style-type: none"> » The applicable law and competent court may be agreed contractually in most cases » Arbitration is often advisable in cross-border matters, depending on the value of the subject matter |

V. Securing of receivables

| | Sweden | Finland | Denmark | Norway |
|---------------------|--|--|---|---|
| Contractual penalty | <ul style="list-style-type: none"> » May be agreed and is not limited by law » May be reduced by courts if deemed excessive | | | |
| Pledging | <ul style="list-style-type: none"> » Pledges of real property must be entered into the Land Register » Movable property must be placed in the possession of the pledgee for the pledge to be valid | <ul style="list-style-type: none"> » Pledges of real property must be entered into the Land Register » Movable property must be placed in the possession of the pledgee for the pledge to be valid | <ul style="list-style-type: none"> » Pledges of real property must be entered into the Land Register » Movable property (individually or as floating charge) must be either registered in Personal Book (<i>Personbogen</i>) or pledgee deprived of possession for the pledge to be valid vis-à-vis third parties | <ul style="list-style-type: none"> » Pledges of real property must be entered into the Land Register to secure legal protection towards third parties » Movable property must be placed in the possession of the pledgee for the pledge to be valid, except for movable property registered in the Asset Register, which is pledged by registration in the Asset Register |

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| <p>Suretyship/ Guarantees</p> | <ul style="list-style-type: none"> » May be stipulated to require that the creditor first exhaust other legal options (<i>enkel borgen</i>) or to be a joint and several liability (<i>proprieborgen</i>) | <ul style="list-style-type: none"> » May be stipulated to require that the creditor first exhaust other legal options (<i>yksinkertainentakaus</i>) or to be a joint and several liability (<i>omavelkainen takaus</i>) | <ul style="list-style-type: none"> » May be stipulated to require that the creditor first exhaust other legal options (<i>alm. kaution</i>) or to be a joint and several liability (<i>selvskyldnerkaution</i>) » The commitment may be limited contractually » Does not legally require written agreement | <ul style="list-style-type: none"> » May be stipulated to require that the creditor first exhaust other legal options (<i>simpel kaosjon</i>) or to be a joint and several liability (<i>selvskyldnerkausion</i>) » The commitment may be limited contractually » Agreements in favour of financial institutions must be made in writing |
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| | Sweden | Finland | Denmark | Norway |
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| Chattel mortgages | <p>Regulated by law</p> <ul style="list-style-type: none"> » A chattel mortgage certificate is issued upon registration in the chattel mortgage register » Requires the debtor to hand over the certificate to the creditor | <p>Regulated by law</p> <ul style="list-style-type: none"> » Possible only with property under public registration » A chattel mortgage certificate is issued upon registration of the mortgage » Requires the debtor to hand over the certificate to the creditor | <p>Regulated by law</p> <ul style="list-style-type: none"> » A chattel mortgage is issued upon registration in the chattels/lien register (<i>Personbogen</i>), registration fee is 1.5 % of the chattel mortgage sum » A chattel mortgage certificate is issued upon registration in the chattel mortgage register » Requires the debtor to hand over the certificate to the creditor | <p>Regulated by law</p> <ul style="list-style-type: none"> » Factoring and mortgaging of inventory is possible. In addition, charge on machinery and plants is possible for businesses |
| Bank guarantees | May be agreed contractually | May be agreed contractually | May be agreed contractually | May be agreed contractually |
| Letters of credit | Regulated by the Promissory Notes Act | Regulated by the Act on Guarantees and Third-Party Pledges | Subject to ICC rules/banking laws | Regulated by the Promissory Notes Act and Financial Contracts Act |

VI. Legal disputes

| | Sweden | Finland | Denmark | Norway |
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| Civil jurisdiction | | | | |
| Instances | <ul style="list-style-type: none"> » District Courts (<i>Tingsrätt</i>) » Court of Appeal (<i>Hovrätt</i>) » Supreme Court (<i>Högsta domstolen</i>) » Specialized courts, e.g. Labor Court | <ul style="list-style-type: none"> » District Courts (<i>Käräjäoikeus/Tingsrätt</i>) » Courts of Appeal (<i>Hovioikeus/Hovrätt</i>) » Supreme Court (<i>Korkein oikeus/Högsta Domstolen</i>) » Specialized courts, e.g. Labor Court, Market Court, Insurance Court | <ul style="list-style-type: none"> » District Courts (<i>Byretter</i>) » Regional Courts (<i>Landsretter</i>) » Supreme Court (<i>Højesteret</i>) » Maritime and Commercial Court of Copenhagen (<i>Søog Handelsretten in Copenhagen</i>) | <ul style="list-style-type: none"> » District Courts (<i>Tingrett</i>) » Court of Appeal (<i>Lagmansrett</i>) » Supreme Court (<i>Høyesterett</i>) » One specialized court: the Social Security Tribunal |
| Duration of proceedings (civil disputes) | <ul style="list-style-type: none"> » District Court: 6-16 months » Court of Appeal: 6-12 months » Supreme Court: 6-12 months | <ul style="list-style-type: none"> » District Court: 8–12 months (disputes including oral hearing) » Court of Appeal: 8–12 months (disputes including oral hearing) » Supreme Court: 6–12 months | <ul style="list-style-type: none"> » District Court: 8–12 months (disputes including oral hearing) » Court of Appeal: 8–12 months (disputes including oral hearing) » Supreme Court: 6–12 months | <ul style="list-style-type: none"> » District Court: should start within 6 months » Court of Appeal: 6–24 months » Supreme Court: 2–3 months |
| Statutory requirement to be represented by a lawyer | No | No | No, only in Regional and Supreme Court | No |

| | Sweden | Finland | Denmark | Norway |
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| Specifics/ Problem overview | <ul style="list-style-type: none"> » Main hearing and often preparatory hearings in court » Verdicts are public as a rule, therefore arbitration clauses are common in contracts of a sensitive nature | <ul style="list-style-type: none"> » Main hearing and preparatory hearings at court » Verdicts are public as a rule, therefore arbitration clauses are common in contracts of a sensitive nature | <ul style="list-style-type: none"> » Main oral hearing in court » Hearings and verdicts are public as a rule, therefore arbitration clauses are common in contracts of a sensitive nature | <ul style="list-style-type: none"> » Main hearing in court » Verdicts are public, therefore arbitration clauses are common in contracts of a sensitive nature |
| Fees and charges (District Courts) | <ul style="list-style-type: none"> » Application fee for a summons SEK 2,800 (900 for claims of less than SEK 22,200) | <ul style="list-style-type: none"> » Fee for civil proceedings collected by the court EUR 65–250 depending on the stage of the process at which a ruling is given | <ul style="list-style-type: none"> » Claim/case value up to DKK 50,000: DKK 500 » Claims/case value between DKK 50,000 and DKK 6,237,500: 1.2 % of the value + DKK 150.00 » Claim/case value > DKK 6,237,500: DKK 75,000 » The same amounts are paid again if the case proceeds to oral hearings (<i>hovedforhandling</i>) | <ul style="list-style-type: none"> » The court fee depends on how many court days are required and starts at NOK 5,245 for day 1. Small claims can in some cases have a lower fee |
| Distribution of costs | <ul style="list-style-type: none"> » Generally, the prevailing party may claim recovery of its costs for the proceedings from the non-prevailing party | <ul style="list-style-type: none"> » Generally, the prevailing party may claim recovery of its costs for the proceedings from the non-prevailing party | <ul style="list-style-type: none"> » Generally, the prevailing party may claim recovery of its costs for the proceedings from the non-prevailing party | <ul style="list-style-type: none"> » Generally, the prevailing party may claim recovery of its costs for the proceedings from the non-prevailing party |

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| | <ul style="list-style-type: none"> » If there are several claims or counterclaims, the costs are distributed proportionate to the outcome » A party that has negligently prolonged or complicated the proceedings risks losing its claim for recovery of costs | <ul style="list-style-type: none"> » If there are several claims or counterclaims, the costs are distributed proportionate to the outcome » A party that has negligently prolonged or complicated the proceedings risks losing its claim for recovery of costs | <ul style="list-style-type: none"> » If there are several claims or counterclaims, the costs are distributed proportionate to the outcome » A party that has negligently prolonged or complicated the proceedings risks losing its claim for recovery or being liable to pay more of the costs than would otherwise be distributed to it » However, the costs that the Court may order the non-prevailing party to pay in most cases do not cover the full actual costs | <ul style="list-style-type: none"> » If there are several claims or counterclaims, the assessment of which party is the prevailing one is based on the total outcome » The amount may be reduced at the court's discretion if deemed unnecessary or unreasonable |
| <p>Interim relief</p> | <ul style="list-style-type: none"> » Interim relief may be applied for before bringing a lawsuit or after the proceedings have started » If relief is granted, a lawsuit must be brought within one month | <ul style="list-style-type: none"> » Interim relief may be applied for before bringing a lawsuit or after the proceedings have started » The applicant petitions the court that it is probable that the claim of the applicant might be at risk | <ul style="list-style-type: none"> » Interim relief may be applied for before bringing a lawsuit or after the proceedings have started » The applicant petitions the court that it is probable that the claim of the applicant might be at risk | <ul style="list-style-type: none"> » Interim relief may be applied for before bringing a lawsuit or after the proceedings have started » The applicant petitions the court that it is probable that the claim of the applicant might be at risk |

| | Sweden | Finland | Denmark | Norway |
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| | <ul style="list-style-type: none"> » The applicant must provide a security, such as bank guarantee or security deposit <p>Interim relief measures include:</p> <ul style="list-style-type: none"> » Seizure of assets » Restrictions on the disposal of assets » Prohibiting specific actions or transactions » Restoring the possession of assets | <ul style="list-style-type: none"> » If relief is granted, a lawsuit must be brought within one month » The applicant must provide a security, such as bank guarantee or security deposit | <ul style="list-style-type: none"> » If relief is granted, a lawsuit must be brought within one month » The applicant must provide a security, such as bank guarantee or security deposit | <ul style="list-style-type: none"> » If relief is granted, the court also specifies a deadline for bringing the lawsuit » The court may require the applicant to provide a security <p>Interim relief measures include, but are not limited to:</p> <ul style="list-style-type: none"> » Seizure of assets » Restrictions on the disposal of assets » Prohibiting specific actions or transactions |
| Administrative jurisdiction | | | | |
| Instances | <ul style="list-style-type: none"> » Administrative Courts (<i>Förvaltningsrätt</i>) » Administrative Courts of Appeal (<i>Kammarrätt</i>) » Supreme Administrative Court (<i>Högsta förvaltnings domstolen</i>) | <ul style="list-style-type: none"> » Administrative Court (<i>Hallinto-oikeus</i>) » Supreme Administrative Court (<i>Korkein hallintooikeus</i>) | <ul style="list-style-type: none"> » District Courts (<i>Byretten</i>) » Court of Appeal (<i>Landsretten</i>) » Supreme Court (<i>Højesteret</i>) | <ul style="list-style-type: none"> » District Courts (<i>Tingrett</i>) » Court of Appeal (<i>Lagmansrett</i>) » Supreme Court (<i>Høyesteret</i>) » Same as civil jurisdiction |
| Duration of proceedings | <ul style="list-style-type: none"> » Administrative Court: 4-12 months » Administrative Court of Appeal: 4-12 months » Supreme Administrative Court: 4-12 months | <ul style="list-style-type: none"> » Administrative Court: 6–12 months » Administrative Court of Appeal: 6–12 months » Supreme Administrative Court: 6–12 months | <ul style="list-style-type: none"> » District Court: should start within 6 months » Court of Appeal: 5–24 months » Supreme Court: 2–19 months | <ul style="list-style-type: none"> » District Court: should start within 6 months » Court of Appeal: 6–24 months » Supreme Court: 2–3 months |

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| Statutory requirement to be represented by a lawyer | No | No | No | No |
| Specifics/ problem overview | » Written procedure as a rule, hearings in court are unusual | » Written procedure as a rule, hearings in court are unusual | » Written procedure as a rule, hearings in court are unusual | » The Norwegian court system does not include separate administrative courts » Administrative matters are heard by the ordinary courts in accordance with general rules of civil procedure |
| Interim relief | » The court may suspend the enforcement of the contested administrative decision | » The court may suspend the enforcement of the contested administrative decision | » The court may suspend the enforcement of the contested administrative decision | » The court may suspend the enforcement of the contested administrative decision |

| | Sweden | Finland | Denmark | Norway |
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| Arbitration proceedings | | | | |
| General | <ul style="list-style-type: none"> » Arbitration may not be agreed beforehand with a consumer, but may be agreed after the dispute has arisen » The Arbitration Act is applicable unless otherwise agreed. A tribunal of three arbitrators is the general practice | <ul style="list-style-type: none"> » Used especially in business disputes as a substitute to normal process at court » Speed, flexibility, and confidentiality are the advantages compared to ordinary courts » Arbitration rulings are more easily executed in cross-border matters » Must be agreed on in writing. Usually, the arbitration clause is part of the contract or a separate arbitration contract | <ul style="list-style-type: none"> » Used especially in business disputes as a substitute to normal process at court » Speed, flexibility, and confidentiality are the advantages compared to ordinary courts » Arbitration rulings are more easily executed in cross-border matters (outside of EU) » Must be agreed on in writing. Usually, the arbitration clause is part of the contract or a separate arbitration contract | <ul style="list-style-type: none"> » Used especially in business disputes as a substitute to normal process at court » Speed, flexibility, and confidentiality are the advantages compared to ordinary courts » Arbitration may be agreed orally in cases not involving consumers » Arbitration with consumers may only be agreed in writing and only after the dispute has arisen |

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| <p>Permanent arbitration courts</p> | <ul style="list-style-type: none"> » Arbitration Institute of the Stockholm Chamber of Commerce » Ordinary or expedited procedure » Registration fee EUR 1,500 (excl. VAT) » The fees depend on the disputed amount, the procedure used (ordinary or expedited) and whether one or three arbitrators are chosen. A cost calculator is available on the Institute's website: http://www.sccinstitute.com/skiljeforfarande-2/how-much-is-it-1.aspx | <ul style="list-style-type: none"> » Arbitration Institute of the Finland Chamber of Commerce » Ordinary or expedited procedure » Registration fee EUR 2,500–8,000 (excl. VAT) depending on the disputed amount and the procedure used (ordinary or expedited) » Arbitrators' fees depend on the disputed amount and time expenditure » The fees depend on the disputed amount, the procedure used (ordinary or expedited) and whether one or three arbitrators are chosen. A cost calculator is available on the Institute's website: http://www.arbitration/costs-of-arbitration/calculator-2/ | <ul style="list-style-type: none"> » Danish Institute of Arbitration (Copenhagen) » Registration fee EUR 1,300 » The fees depend on the disputed amount, the procedure used (ordinary or expedited) and whether one or three arbitrators are chosen. A cost calculator is available on the Institute's website: http://www.voldgiftsinstitutet.dk/en/Menu/CostsArbitration+Cost+Calculator | <ul style="list-style-type: none"> » Arbitration and Alternative Dispute Resolution Institute of the Oslo Chamber of Commerce » Ordinary or expedited procedure » Fees depend on the disputed amount and time expenditure, minimum NOK 10,000 (excl. VAT) |
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Oslo



E. Taxes

I. Tax rates

| | Sweden | Finland | Denmark | Norway |
|--------------------------|---|---|---|--|
| Corporate Income tax | | | | |
| Standard rate | 22 % | 20 % | 22 % | 24 % |
| Preferential rate | None | None | None | None |
| VAT | | | | |
| Standard rate | 25 % | 24 % | 25 % | 25 % |
| Preferential rate | <ul style="list-style-type: none"> » 6 % on books, newspapers etc., passenger transportation, cultural and sporting events » 12 % on food, drinks (non-alcoholic), restaurant and catering services, hotel accommodation, sale of works of art by the artist » 0 % on health/welfare, education, banking and financing services, insurance, sale and letting of real property (voluntary VAT possible) | <ul style="list-style-type: none"> » 14 % on food, animal feed, restaurant services, meal catering services » 10 % on books, medicine, services relating to physical exercise and sports, movies, tickets to cultural and entertainment events, transport of passengers, accommodation and TV licenses » 0 % on health/welfare, education, banking and financing services, insurance, sale and letting of real property (voluntary VAT possible) | <ul style="list-style-type: none"> » 0 % on health/welfare, education, banking and financing services, insurance, sale and letting of real property (voluntary VAT possible), cultural and sporting events | <ul style="list-style-type: none"> » 15 % on food (not restaurant and catering services) » 10 % on passenger transport, hotel accommodations, cinema screenings, tickets to museums, amusement parks, sporting events, transportation of vehicles on vessels |

| | Sweden | Finland | Denmark | Norway |
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| Personal income tax | | | | |
| Income from employment | » Progressive tax scale 29 % – 62 % | » Community tax 16.5 % – 22.5 %, church tax ca. 1 – 2 % and state tax according to a progressive scale 6.25 % – 31.5 % | » Progressive tax scale 42 % – 56 % | » Progressive tax scale 32.2 % – 46.7 % |
| Other income | » 30 % on income from capital in general, lower rates on dividends from unlisted companies | » Income tax on capital income 30 % » Tax rate on capital income exceeding EUR 30,000 is 34 % | » Income tax on capital income up to DKK 40,800/81,600 (unmarried/married) average 37.5 % » Tax rate on capital income exceeding DKK 40,800/81,600 is 42 % | » 24 % |
| Preferential rate | » 25 % special income tax on non-residents (SINK) » Tax relief for foreign key personnel may apply if certain conditions are met | » Highly skilled foreign professionals can have a flat tax rate of 35 % if certain conditions are met | » Highly skilled foreign professionals can have a flat tax rate of 27 % (+ labour market contributions) in a seven-year limited contract | |

State social security contributions

Employer contribution

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| <ul style="list-style-type: none"> » Social security contribution: 31.42 % » 16.36 % for employees born 1938–1952 » 6.15 % for employees born 1937 or earlier » First employee may qualify for a reduced rate of 10.21% if certain conditions are met » 20.7 % for companies lacking permanent establishment | <ul style="list-style-type: none"> » Percentages of the gross salary amount; Employer's contribution: <ul style="list-style-type: none"> » 0.86 % social security contribution (0 % for employees < 16 years or > 68 years old) » 18.84 % (on average) statutory pension insurance premium » 0.65 % (2.6 % for salary > EUR 2,083,500) unemployment insurance premium for employees 17–64 years old » 0.8 % (on average) accident insurance premium » 0.07 % (on average) group life insurance premium Employee's contribution (deductions from net salary): <ul style="list-style-type: none"> » 6.35 % (employees 17 > 52 and > 62 years old) or 7.85% (employees 53 > 62 years old) » 1.9 % unemployment insurance premium | <ul style="list-style-type: none"> » Compulsory Danish labour market pension (ATP) DKK 2840 per month (2/3 paid by the employer and 1/3 by the employee) » Maternity leave (<i>barsel.dk</i>) DKK 237.5 per full-time employee per quarter » FIB DKK 136 per full-time employee per quarter » Public insurance scheme (AES) 300–1,100 per full-time employee per quarter (industry dependent) » Contribution to trainee programs (AUB) 675.5 per full-time employee per quarter » The Danish Labor Market Fund for Posted Workers. The contribution is 1.80 DKK per quarter per fulltime employee | <ul style="list-style-type: none"> » Social security contribution: 14.1 % » Some municipalities have reduced rates (0 %, 5.1 %, 6.4 %, 7.9 %, 10.6 %) |
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| | Sweden | Finland | Denmark | Norway |
|---------------------|---|--|--|--------------------------------|
| Property tax | <ul style="list-style-type: none"> » Tax base for property tax is generally 75 % of the marked value » Commercial property: 1 % » Industrial property: 0.5 % | » 0.93 % –6 % of the tax value of the property | » 1–3 % of the public property valuation | » 0.2 % –0.7 % of the tax base |

II. VAT – obligation to register for VAT

| | Sweden | Finland | Denmark | Norway |
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| Business activity (if carried out in the given country) | | | | |
| Local taxable persons | Companies that operate a business for which the annual turnover does not exceed SEK 30,000 for the fiscal year are not liable to register for VAT | Mandatory if the company operates a VAT-applicable business and the annual turnover exceeds EUR 10,000 | Mandatory if the company operates a VAT-applicable business and the annual turnover exceeds DKK 50,000. If the sales limit is exceeded during the financial year, the company is obliged to pay VAT on all turnovers | Mandatory if the entity operates a VAT-applicable business and the turnover through 12 consecutive months exceeds NOK 50,000, excluding VAT |

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| Foreign taxable persons | The EUR 30,000 threshold for VAT registration does not apply to foreign companies with no fixed place of establishment in Sweden | The EUR 10,000 threshold for VAT registration does not apply to foreign companies with no fixed place of establishment in Finland. If the sales limit is exceeded during the financial year, the company is obliged to pay the VAT on all turnovers | The EUR 8,500 threshold for VAT registration does not apply to foreign companies with no fixed place of establishment in Denmark. If the sales limit is exceeded during the financial year, the company is obliged to pay VAT on all turnovers | Taxable persons with no registered place of business or residence in the VAT area shall be registered through a representative. Entities from EU/EEA countries that have agreements with Norway on exchange of information and the collection of taxes do not need a representative |
| Reverse Charge in the construction industry | | | | |
| Local taxable persons | Reverse Charge liability applies within the construction sector if certain conditions are met. Companies running a construction business are therefore liable for VAT on purchases. VAT registration is mandatory | | | Reverse charge is only applicable on cross-border transactions of services that may be rendered from a remote location No special rules apply for the construction industry |
| Foreign taxable persons | | | | |
| Intra-Community acquisitions | | | | |
| Local taxable persons | A company must, in most cases, report Swedish VAT on purchases from another EU country | A company must, in most cases, report Finnish VAT on purchases from another EU country | A company must, in most cases, report Danish VAT on purchases from another EU country | N/A |
| Foreign taxable persons | Tax rate 25 %, 12%, or 6 % depending on the goods purchased | Tax rate 24 %, 14 %, or 10 % depending on the goods purchased | Tax rate 25 % | |

| | Sweden | Finland | Denmark | Norway |
|---------------------------------------|--|---|--|--|
| Distance selling | | | | |
| Mandatory registration for VAT | <p>If the total value of the goods sold as part of distance selling in the course of a given calendar year exceeds the amount of SEK 320,000</p> <p>If goods subject to excise duty are sold by a taxable person of another EU member state to a Swedish natural person, the obligation to register for VAT arises starting from the date of completing the distance selling transaction</p> | <p>If distance sales exceed the threshold of EUR 35,000 in the same calendar year, it is necessary to register for VAT in Finland. The threshold does not include the amount of VAT</p> | <p>If a business is selling and delivering goods from another EU member state to private costumers (distance sale) and the sales exceed a threshold of DKK 280,000 per year, it is required to register for VAT in Denmark</p> | <p>If the turnover through 12 consecutive months exceeds NOK 50,000, excluding VAT</p> |
| Voluntary registration | <p>Voluntary registration for VAT is possible for certain exempt supplies, for example, letting out of business premises under certain circumstances</p> | <p>Voluntary registration for VAT is possible</p> | <p>Voluntary registration for VAT is possible</p> | <p>Voluntary registration for VAT is possible for certain businesses, most commonly used for rental of real estate</p> |

Duration of the procedure for registering for VAT

| | | | | |
|---------------------------------|---|---|---|---|
| | <ul style="list-style-type: none"> » The application must be filed within 2 weeks prior to the date of operating business » The process of registration takes about 4–6 weeks from the date the application is submitted to the Tax Agency | <ul style="list-style-type: none"> » The general BIC-number in principle is received when the tax authorities have received the application » However, the VAT registration and receiving the VAT-number can take up to 4–6 weeks | <ul style="list-style-type: none"> » The application must be filed within 8 days prior to the date of operating business » The VAT registration and receiving the VAT-number can take up to 1 week | <ul style="list-style-type: none"> » Application must be filed when turnover exceeds NOK 50,000 excluding VAT » The process of registration normally takes about 2–4 weeks from the date the application is submitted to the tax agency |
| Retroactive registration | <ul style="list-style-type: none"> » Backdating is not possible in the case of a delayed registration » However, the entitlement to deduct input tax has a retroactive effect to the date on which the obligation to register for VAT arose | <ul style="list-style-type: none"> » Backdating is not possible in the case of a delayed registration » However, the entitlement to deduct input tax has a retroactive effect to the date on which the obligation to register for VAT arose | <ul style="list-style-type: none"> » Backdating is not possible in the case of a delayed registration » However, the entitlement to deduct input tax has a retroactive effect to the date on which the obligation to register for VAT arose | <ul style="list-style-type: none"> » Possible to apply for a refund of input VAT from before the registration |

III. Personal income tax – tax liability for foreign employees

| | Sweden | Finland | Denmark | Norway |
|------------------|---|---|--|--|
| Employer with PE | <ul style="list-style-type: none"> » The company withholds taxes and pays social security contributions » However, if a non-resident employee is working less than 6 months in Sweden, a preferential tax rate of 25% of the tax basis applies (SINK application required). » No obligation for the employer to pay social security contributions if an A1 certificate is in place | <ul style="list-style-type: none"> » Obligation to withhold tax-at-source (for employees staying less than six months) or regular withholding tax (for employees staying more than 6 months) » No obligation for the employer to pay social security contributions if an A1 certificate is in place | <ul style="list-style-type: none"> » The employer withholds tax and pays social security contributions from the first day of residence in Denmark » No obligation for the employer to pay social security contributions if an A1 certificate is in place » The employee will be fully liable to taxation in Denmark if the employee stays in Denmark for more than 6 month or if the employee takes up residence in Denmark » Double taxation treaties (DTT) are to be considered in this case | <ul style="list-style-type: none"> » The company makes tax deductions and pays social security contributions » Non-residents intending to stay in Norway for more than 183 days over a period of 12 months, or more than 270 days over a period of 36 months, will be tax liable to Norway for all income and assets in the relevant income year » No obligation for the employer to pay social security contributions to Norway if an A1 certificate is in place |

Employer lacking PE

- | | | | | |
|------------------------------|--|---|--|---|
| <h2>Employer lacking PE</h2> | <ul style="list-style-type: none">» The employer does not withhold tax. Instead, the employees are obliged to register for a special A-tax and make monthly tax payments themselves» If applicable, social security contributions are paid at a reduced rate (21.54 %) by the employer» The employer should submit a yearly income statement to the Tax Agency, regardless of whether the company constitutes a PE or not. The income statement is the basis for the employee's tax return | <ul style="list-style-type: none">» The employer does not withhold tax» Persons present in Finland for a maximum of six months are considered non-residents» Employees have to make monthly tax payments by themselves unless the employer has registered as an employer on a voluntary basis» Taxation only on income received from Finland with a fixed rate of 35 % of tax at source. Taxation according to a progressive scale instead of the 35 % flat tax at source possible upon request, on the condition that you are a resident of a country within the European Economic Area or of a country that has a bilateral tax treaty with Finland» An Employer Payroll Report is always to be submitted to the Tax Administration on wages paid to employees who stay in Finland for more than 6 months | <ul style="list-style-type: none">» Employees present in Denmark for less than six months are considered non-residents (183 days in a 12 month period)» Employees present in Denmark for more than six months are considered residents» Resident employees are fully liable to taxation in Denmark from day one and the employees have to make monthly tax payments by themselves i.e. register for Danish tax purposes in Denmark | <ul style="list-style-type: none">» Persons who receive salary from Norwegian employers will be tax liable to Norway for the income they earn in Norway» Persons hired out to a client that is based or has a permanent operating base in Norway will also be tax liable to Norway for the income they earn in Norway» The company makes tax deductions and pays social security. Taxation is the same rate as for residents» No obligation for the employer to pay social security contributions to Norway if an A1 certificate is in place |
|------------------------------|--|---|--|---|

| | Sweden | Finland | Denmark | Norway |
|---|---|---|--|---|
| Annual tax income statements for employees | <ul style="list-style-type: none"> » Residents in Sweden must file income tax returns in Sweden » Generally no obligations for nonresidents to file a tax return regarding income from employment | <ul style="list-style-type: none"> » Residents must file income tax returns in Finland » Non-residents do not have to file income tax returns in Finland » However, non-residents usually do have to report the income earned in Finland when they file their income tax returns in their home country | <ul style="list-style-type: none"> » Residents must file income tax returns in Denmark » Non-residents are generally obliged to file income tax returns in Denmark | <ul style="list-style-type: none"> » All employees in Norway must provide the tax authorities with information regarding income, assets, and income deductions (tax returns) so that the correct amount of tax may be calculated |

IV. Corporate income tax – criteria for permanent establishment (national)

| | Sweden | Finland | Denmark | Norway |
|--|--|--|--|--|
| General criteria | A fixed place of business through which the business of an enterprise is wholly or partly carried on | A fixed place of business through which the business of an enterprise is wholly or partly carried on | A fixed place of business through which the business of an enterprise is wholly or partly carried on | A fixed place of business through which the business of an enterprise is wholly or partly carried on |
| Building site and/or construction | 6 or 12 months depending on the double taxation treaties | 6 or 12 months depending on the double taxation treaties | 6 or 12 months depending on the double taxation treaties | 6 or 12 months depending on the double taxation treaties |
| Representation | Business carried on by a dependent representative is treated as a permanent establishment; a dependent is a person who legally and financially depends on the foreign enterprise he or she represents. The person carries on business in the interest of the foreign enterprise; its usual business is in line with business carried on by the enterprise he or she represents | | | |

V. Tax Deadlines

| | Sweden | Finland | Denmark | Norway |
|-----|--|--|---|--|
| VAT | <ul style="list-style-type: none"> » Companies with turnover exceeding SEK 40 million: on the 26th day of the following month » Companies with a turnover of SEK 1–40 million: on the 12th day of the 2nd month following the quarter/month » Companies with a turnover of less than SEK 1 million: annual declaration | <ul style="list-style-type: none"> » On the 12th day of the second following month/quarter » VAT EU recapitulative statement on the 20th day of the next month » Payment by the 12th day of the second following month | <ul style="list-style-type: none"> » Companies with turnover exceeding DKK 50 million: monthly payments on the 25th day of the following month (for June, the date is 18 August) » Companies with turnover of DKK 5–50 million and new established companies: quarterly payments on the 1st day of the 3rd month following the quarter » Companies with a turnover of less than DKK 5 million: semi-annual declaration on the 1st day of the 3rd month after the period | <ul style="list-style-type: none"> » Declaration and payment of VAT is due on the 10th day of the 2nd month following the bimonthly taxation period. However, for the 3rd period (May & June) the due date is August 31 » Companies with a turnover of less than NOK 1 million may submit an annual declaration |

| | Sweden | Finland | Denmark | Norway |
|--|--|---|---|---|
| Income tax | | | | |
| Withheld by the payer | <ul style="list-style-type: none"> » On the 12th day of the following month | <ul style="list-style-type: none"> » On the 12th day of the following month/ quarter » Payment by the 12th day of the following month | <ul style="list-style-type: none"> » For companies with A-tax under DKK 1 million or/and labour market » For companies with A-tax over DKK 1 million or/and labour market contribution over DKK 250,000: on the last working day in the following month | <ul style="list-style-type: none"> » On the 15th day after the bimonthly period |
| State social security contributions | <ul style="list-style-type: none"> » On the 12th day of the following month | <ul style="list-style-type: none"> » On the 12th day of the following month/ quarter » Annual employer information returns on the 31 January the following year » Payment by the 12th of the following month | <ul style="list-style-type: none"> » Same as income tax | <ul style="list-style-type: none"> » On the 15th day after the bimonthly period |
| Corporate income tax | <ul style="list-style-type: none"> » Prepayment on the 12th day of the following month » Yearly tax returns. If financial year = calendar year, then: | <ul style="list-style-type: none"> » Prepayment on the 23rd day of every month » Company income tax returns within 4 months after the end of the financial year | <ul style="list-style-type: none"> » Prepayment on March 20 and November 20 » Company income tax returns within 6 months after the end of the financial year | <ul style="list-style-type: none"> » Prepayment on February 15 and April 15 in the year after the end of the financial year » Yearly tax returns, due date May 31 |

| | | | | |
|---------------------|---|---|--|---|
| | <ul style="list-style-type: none"> » Paper form: July 1 » Electronically: August 1 | <ul style="list-style-type: none"> » Supplemental pre-payment of income tax to avoid paying delay interest on the last day of the following month after the close of the fiscal year | <ul style="list-style-type: none"> » Supplemental pre-payment of income tax to avoid paying non-deductible interest on March 10 or November 20 » The annual tax return is available in October | <ul style="list-style-type: none"> » Supplement pre-payment within by May 31 to avoid delay interest » Final tax assessment in October; any remaining tax due in 3 weeks thereafter |
| Property tax | <ul style="list-style-type: none"> » As a part of the preliminary tax which has to be paid on the 12th day of the following month | <ul style="list-style-type: none"> » On September 3 and October 15 | <ul style="list-style-type: none"> » On January 3 and July 2 | <ul style="list-style-type: none"> » Due dates are set by each community council |

VI. Transfer pricing

| | Sweden | Finland | Denmark | Norway |
|--|---|---------|---|---|
| Main types of relationships that constitute affiliation | <ul style="list-style-type: none"> » Relationships where one party has authority over the other, or a third party either alone or jointly with its circle of acquaintances has authority over both of the parties » Authority can be based on the holding of capital of the other party, holding votes brought by the shares of the other party, or right to nominate members to the other party's board of directors | | <ul style="list-style-type: none"> » Taxpayers who are under the control of either a natural person or legal entity, or taxpayers who have control over another legal entity | <ul style="list-style-type: none"> » Relationships where one party has authority over the other, or a third party either alone or jointly with its circle of acquaintances has authority over both of the parties » Authority can be based on the holding of capital of the other party, holding votes brought by the shares of the other party, or right to nominate members to the other party's board of directors |
| Obligation to provide TP documentation in force since | 2007 | | 2005 | 2007/2008 |

| | | | | |
|--|---|--|---|---|
| <p>Main criteria for mandatory TP documentation</p> | <ul style="list-style-type: none"> » Cross-border transactions between related parties must be documented according to the provisions of the Taxation Procedure Act » Relieves from documentation requirements in case the amount of business transactions between related parties does not exceed SEK 25 million (goods) or SEK 5 million (other transactions) within a fiscal year per counterparty | <ul style="list-style-type: none"> » Cross-border transactions between related parties must be documented according to the provisions of the Taxation Procedure Act » Relieves from documentation requirements in case the amount of business transactions between related parties does not exceed EUR 500,000 within a fiscal year per counterparty | <ul style="list-style-type: none"> » All intercompany transactions between related parties must be documented according to the Tax Control Act » Relieve from documentation if the tax payer, on a group level, has less than 250 employees and either a balance sheet of less than DKK 125 million or a revenue of less than DKK 250 million | <ul style="list-style-type: none"> » All transactions with related parties, both domestic and cross-border » Exemptions if less than 250 employees and either less than NOK 400 million in revenues or NOK 350 million in balance sheet total |
|--|---|--|---|---|

| | Sweden | Finland | Denmark | Norway |
|--|---|---------|---|---|
| Information that should be included in TP documentation | <ul style="list-style-type: none"> » Description of business » Description of relationships with affiliated enterprises » Sufficient specification of business transactions between related parties and between head office and a permanent establishment » Functional analysis of business transactions between related parties and between head office and a permanent establishment » Comparability analysis including information regarding the used comparables » Description of transfer pricing method and its application | | <ul style="list-style-type: none"> » Description of the group, including the legal group structure » Description of the Danish entity and its intercompany transactions » Description of each intercompany transaction » Comparability analysis for each intercompany transaction, including information about the transfer pricing policy and method applied » Analysis of how the transfer prices satisfy the arm's length principle » List of any written intercompany agreements regarding the controlled transactions » A taxpayer is not required to do a database study until the tax authorities requests it | <ul style="list-style-type: none"> » Description of business » Description of relationships with affiliated enterprises » Sufficient specification of business transactions between related parties and between head office and a permanent establishment » Functional analysis of business transactions between related parties and between head office and a permanent establishment » Comparability analysis including information regarding the used comparables » Description of transfer pricing method |

| | | | | |
|---|--|---|---|---|
| Permitted methods in order of priority | <ul style="list-style-type: none"> » Not regulated by law; Tax Administration recommends to use methods outlined in the OECD Guidelines » Transaction-based methods (Comparable Uncontrolled Price Method, Resale Price Method, Cost-Plus Method) take precedence over profit-based methods (Transactional Net Margin Method, Profit Split Method) | | | |
| Preferable database for financial analysis | <ul style="list-style-type: none"> » According to the principles of the Tax Administration, comparables are primarily searched from the market area of the company in question (usually meaning the domicile) » Foreign comparables are acceptable if they fulfill the OECD's conditions of qualification | | <ul style="list-style-type: none"> » The search takes place in publicly available databases (fees may apply) | <ul style="list-style-type: none"> » According to the principles of the Tax Administration, comparables are primarily searched from the market area of the company in question (usually meaning the domicile) » Foreign comparables are acceptable if they fulfill the OECD's conditions of qualification |
| Submission deadline | <ul style="list-style-type: none"> » 60 days after request by the tax authorities » The earliest request for submission is the filing date of the corporate income tax returns of the respective fiscal year | <ul style="list-style-type: none"> » Six months after the end of the financial year, which, at the same time, is the earliest request delivery » 60 days after request by the tax authorities » Further clarification such as information regarding comparables must be presented within 90 days upon the tax authorities' request | <ul style="list-style-type: none"> » Documentation should be available within 60 days after requested by the tax authorities | <ul style="list-style-type: none"> » Documentation should be available within 45 days after requested by the tax authorities |

| | Sweden | Finland | Denmark | Norway |
|---|---|--|--|---|
| Period of risk of tax audit | » 6 years | » The current year and 5 preceding years | » May 1, in the sixth year after the end of the calendar year following the income year | » 10 years |
| Fines for failure to submit TP documentation | » No specified fines for failure to submit TP documentation | » EUR 25,000 at most » In addition, there is a common penalty at a maximum of 30 percent of the adjusted taxable income | » DKK 250,000 per company, per income year that is missing documentation, and additional 10% of any income increase. If the company later files sufficient documentation, the fine is reduced to DKK 125,000 | » No specified fines » Will depend on the case and the adjusted taxable income |
| Possibility to conclude an Advance Pricing Agreement | » Possible to file an APA-application | » Currently not regulated by law » Possible to file an APA application in the course of Mutual Agreement Procedures | » Unilateral and bilateral » APAs are available | » Currently not regulated by law |
| Price of APA | » Free of charge | » Free of charge | » Free of charge | » N/A |
| Country-by-Country reporting | » To be filed by ultimate group parent 12 months after the end of the fiscal year if group requirements are met | » To be filed by ultimate group parent 12 months after the end of the fiscal year if group requirements are met | | |
| Country-by-Country notification | » To be filed by non-ultimate parent group company before end of fiscal year | » To be filed by a (non-ultimate) group company before end of fiscal year | | |

Stockholm



F. Accounting

I. Submission dates for annual financial statements

| Sweden | Finland | Denmark | Norway |
|--|--|---|--|
| <ul style="list-style-type: none">» Annual financial statements are approved by the Annual General Meeting of Shareholders. The meeting is held no more than six months after the end of the financial year» The approved annual financial statements must be filed at the Swedish Companies Registration Office (<i>Bolagsverket</i>) no later than seven months after the end of the financial year | <ul style="list-style-type: none">» An Annual Financial Statement has to be finalized within four months after the end of the accounting period and it has to be submitted for registration within a period of six months after the end of the accounting period | <ul style="list-style-type: none">» An Annual Financial Statement has to be finalized within five months after the end of the accounting period and it has to be submitted for registration within a period of five months after the end of the accounting period | <ul style="list-style-type: none">» Annual financial statements are approved by the Annual General Meeting of Shareholders» The meeting is held no more than six months after the end of the financial year» According to the Accounting Act, the approved annual financial statements must be filed at the Norwegian Register of Company Accounts one month after approval and not later than July 31 |

II. Contents/Structure of annual financial statements

| Sweden | Finland | Denmark | Norway |
|--|---|---|---|
| <p>General annual financial statements consist of:</p> <ul style="list-style-type: none"> » Directors report » Balance sheet and income statement » Notes on the financial statements which include the applied accounting policies <p>Larger companies must prepare a cash flow statement</p> | <p>An annual financial statement for a limited company consists of:</p> <ul style="list-style-type: none"> » Director's report » Profit and loss account » Balance sheet » Cash flow statement » Statement of accounting policies » Explanatory notes <p>An annual financial statement for a small entity* consists of:</p> <ul style="list-style-type: none"> » Profit and loss account » Balance sheet » Statement of accounting policies » Explanatory notes which also include some information replacing the director's report <p>*No more than one of the following limits are exceeded during the last two years: net sales of EUR 7.3 million, balance sheet total of EUR 3.65 million, or personnel of 50 on average</p> | <p>An annual financial statement for a limited company consists of:</p> <ul style="list-style-type: none"> » Director's report » Income statement » Balance sheet statement » Statement of accounting policies » Explanatory notes <p>Larger companies must prepare a cash flow statement</p> | <p>General annual financial statements consist of:</p> <ul style="list-style-type: none"> » Director's report » Balance Sheet and Income statement » Notes on the financial statements » Cash flow statements (not mandatory to small companies) <p>More extensive requirements for large companies and even more extensive for listed companies</p> |

III. Acceptable accounting standards

| Sweden | Finland | Denmark | Norway |
|--|--|---|--|
| <p>The accounting principles applied by a company must be consistent with the requirements and general principles of the Annual Accounts Act. The following regulations are applied:</p> <ul style="list-style-type: none"> » Swedish GAAP is applied. Larger companies must apply the principle-based framework K3. Smaller companies can choose the rule-based framework K2 » Listed companies must apply IFRS. The Swedish recommendations RFR 1 and RFR 2 should also be applied to ensure compliance with the Annual Accounts Act | <p>The accounting principles applied by a company must be consistent with the requirements and general principles laid down by the Finnish Accounting Act, etc. Companies are free to choose between Finnish generally accepted accounting principles (GAAP) and International Accounting Standards (IFRS-standards and related interpretations ISC/IFRIC)</p> <ul style="list-style-type: none"> » Companies whose securities are traded on a regulated market are obliged to apply the International Accounting Standards for their consolidated financial statements | <p>The accounting principles applied by a company must be consistent with the requirements and general principles laid down by the Danish Accounting Act etc. Companies are free to choose between Danish generally accepted accounting principles (<i>årsregnskabsloven</i>) and International Financial Reporting Standards (IFRS-standards and related interpretations ISC/IFRIC)</p> <ul style="list-style-type: none"> » Companies whose securities are traded on a regulated market are obliged to apply the International Financial Reporting Standards for their consolidated financial statements » Since 2014, the Danish Accounting Act allows companies to present their annual reports in English only as well | <p>The accounting principles applied by a company must be consistent with the requirements and general principles laid down by the Norwegian Accounting Act etc. Companies are free to choose between Norwegian generally accepted accounting principles (GAAP) and International Accounting Standards (IFRS-standards and related interpretations ISC/IFRIC)</p> <ul style="list-style-type: none"> » Listed companies must apply the International Accounting Standards |

G. Audit

I. Statutory audit requirement – criteria

| Sweden | Finland | Denmark | Norway |
|--|--|---|--|
| <ul style="list-style-type: none">» Limited liability companies, branches, and partnerships (HB) with a legal entity as a co-owner are required to have their annual financial statements audited by an auditor if they meet more than one of the criteria below for two years in a row:» The average no of employees has been more than 3» Balance sheet total > SEK 1.5 million» Revenue of > SEK 3 million | <ul style="list-style-type: none">» An auditor must be appointed for a corporation or foundation and an audit must be carried out in accordance with the provisions laid down i.a. in the Auditing Act» Generally, a corporation does not have to appoint an auditor if it meets no more than one of the following conditions in both the previous financial year and the financial year before it: | <ul style="list-style-type: none">» Limited liability companies and partnerships (K/S, I/S) with a legal entity as a co-owner are required to have their annual financial statements audited by an auditor if they meet more than one of the criteria below for two years in a row:<ul style="list-style-type: none">» Turnover of > DKK 8 million (EUR 1,075,000)» Balance sheet total > DKK 4 million (EUR 537,500)» The average no. of full-time employees has been more than 12 | <ul style="list-style-type: none">» In general, all businesses with revenues exceeding NOK 5 million, private and public limited liability companies, and partnerships with more than 5 partners are obliged to appoint an auditor.» Private limited liability companies can choose not to have an audit if the revenues are less than NOK 5 million, the balance is in total less than NOK 20 million and the number of employees does not exceed 10 |

| Sweden | Finland | Denmark | Norway |
|---|--|--|--------|
| <p>Other</p> <ul style="list-style-type: none"> » Listed companies are required to have an authorized public accountant regardless of the size criteria <p>* Only the most common type of enterprises is listed</p> | <ul style="list-style-type: none"> » Balance sheet total exceeding EUR 100,000 » Net sales or comparable revenue exceeding EUR 200,000; or » The average number of employees exceeding 3 » An auditor shall, however, always be appointed for a corporation whose principal activities consist of the owning and holding of securities and which exercises significant influence | <p>A mandatory audit can be substituted with an extended review for companies if they meet more than one of the criteria below two years in a row:</p> <ul style="list-style-type: none"> » Turnover of > DKK 8 million (EUR 1,075,000) and < DKK 72 million (EUR 9.7 million) » Balance sheet total > DKK 4 million (EUR 537,500) and < DKK 36 million (EUR 4.8 million) » The average no. of full-time employees has been more than 12 and less than 50 <p>Other</p> <ul style="list-style-type: none"> » Listed companies are required to have an authorized public accountant regardless of the size criteria | |

H. Key contacts

I. Chambers of Commerce

| | Sweden | Finland | Denmark | Norway |
|----------------------|---|---|--|---|
| Chambers of Commerce | The German-Swedish Chamber of Commerce Valhallavägen 185 SE- 115 53 Stockholm +46 8 665 18 00 www.handelskammer.se | The German-Finnish Chamber of Commerce Mikonkatu 25 FI-00100 Helsinki +358 9 612 2120 www.dfhk.fi | The German-Danish Chamber of Commerce Kongens Nytorv 26, 3.sal DK - 1050 København K +45 33 91 33 35 www.handelskammer.dk | The German-Norwegian Chamber of Commerce Drammensveien 111 B NO-0273 Oslo +47 22 12 82 10 www.norwegen.ahk.de |

II. Rödl & Partner

| | Sweden | Finland | Denmark | Norway |
|-------------|--|---|--|--|
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About us

As an integrated professional services firm, Rödl & Partner is active at 102 wholly-owned locations in 46 countries. We owe our dynamic success in the service lines audit, legal, management and IT consulting, tax consulting as well as tax declaration and BPO to our approx. 4,000 entrepreneurial minded partners and colleagues.

The history of Rödl & Partner goes back to its foundation as a solo practice in 1977 in Nuremberg. Our aspiration to be on hand wherever our internationally-active clients are led to the establishment of our first own offices, commencing with Central and Eastern Europe in 1989. Alongside market entry in Asia in 1994, the opening of offices in further strategic locations followed, in Western and Northern Europe in 1998, the USA in 2000, South America in 2005 and Africa in 2008.

Our success has always been based on the success of our German clients:

Rödl& Partner is always where its clients see the potential for their business engagement. Rather than create an artificial network of franchises or affiliates, we have chosen to set up our own offices and rely on close, multidisciplinary and cross-border collaboration among our colleagues. As a result, Rödl & Partner stands for international expertise from a single source.

Our conviction is driven by our entrepreneurial spirit that we share with many, but especially German family-owned companies. They appreciate personal service and value an advisor they see eye to eye with.

Our 'one face to the client' approach sets us apart from the rest. Our clients have a designated contact person who ensures that the complete range of Rödl & Partner services are optimally employed to the client's benefit. The 'caretaker' is always close at hand; they identify the client's needs and points to be resolved.

The 'caretaker' is naturally also the main contact person in critical situations.

We also stand out through our corporate philosophy and client care, which is based on mutual trust and long-term orientation. We rely on renowned specialists who think in an interdisciplinary manner, since the needs and projects of our clients cannot be separated into individual professional disciplines. Our one-stop-shop concept is based on a balance of expertise across the individual service lines, combining them seamlessly in multidisciplinary teams.

What sets us apart

Rödl & Partner is not a collection of accountants, auditors, lawyers, management, and tax consultants working in parallel. We work together, closely interlinked across all service lines. We think from a market perspective, from a client's perspective, where a project team possesses all the capabilities to be successful and to realise the client's goals.

Our interdisciplinary approach is not unique, nor is our global reach or our particularly strong presence among family businesses. It is the combination that cannot be found anywhere else – a firm that is devoted to comprehensively supporting German businesses, wherever in the world they might be.

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„Each and every person counts“ — to the Castellers and to us.

Human towers symbolise the Rödl & Partner corporate culture in a unique way. They personify our philosophy of solidarity, balance, courage, and team spirit. They stand for the growth that is based on own resources, the growth which has made Rödl & Partner the company we are today.

„Força, Equilibri, Valor i Seny“ (strength, equilibrium, valour and common sense) is the Catalan motto of all Castellers, describing their fundamental values very accurately. It is to our liking and also reflects our mentality. Therefore Rödl & Partner embarked on a collaborative journey with the representatives of this long-standing tradition of human towers — Castellers de Barcelona — in May 2011.

The association from Barcelona stands, among many other things, for this intangible cultural heritage.

Rödl & Partner

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