



The Carler law firm: General terms and conditions

These general terms and conditions apply to all engagements executed by Advokatfirman Carler AB ("*Carler*") for its clients.

In addition to these general terms and conditions, the Swedish Bar Association's code of professional conduct also applies to the engagement.

These general terms and conditions may be amended by Carler from time to time. The latest version of the general terms and conditions is always available on Carler's website, www.carler.se. An amendment to the general terms and conditions applies only to engagements initiated after publication of the amendment on the website. Carler will send you a copy of the latest version of the general terms and conditions only at your request.

The English version of the general terms and conditions is a translation from Swedish. In case of any discrepancy, the Swedish original will prevail.

Work method, engagements, and client awareness

In some cases, Carler will work as a group to provide you with the resources and knowledge needed for the engagement.

During an engagement, the scope of Carler's resources may change and Carler may also alter its staffing in the engagement. If required pursuant to the rules in force, Carler will send written confirmation of the engagement.

Carler will appoint a lawyer who is responsible for the law firm's work in the individual case.

Carler accepts an engagement as an engagement for Carler and not as an engagement for an individual partner. This applies even if it is your explicit or implicit intention that the engagement be performed by one or more named or unnamed persons. All of Carler's partners and other staff who work on the engagement provide their services to you in accordance with these terms and conditions. These persons have no personal liability in relation to you, beyond what may follow from non-optional rules. The engagement contract is thus a contract with Carler and not with any other person associated with Carler.

All issues within a dispute, a business transaction, or a business instruction shall be considered to be a single engagement, even if several associated companies are involved, if the engagement is managed by several different individuals at Carler, and if separate invoices are sent.

Carler's advice in any given engagement is tailored for that engagement and the circumstances presented to Carler. Therefore, you cannot use or rely on the advice for any other purpose or in any other situation or for other end than that for which Carler gave the advice. Unless Carler and you have agreed otherwise, the advice in an engagement does not encompass the potential tax consequences of the engagement.

Carler's advice in the engagement is given in respect only of Swedish law and thus does not encompass the laws in any other jurisdiction.

If, and to the extent that, Carler expresses views on laws in other jurisdictions, this is done only with a basis in the general experience of Carler regarding legal matters in such jurisdictions. Such views do not constitute legal counsel. However, Carler will provide assistance in gathering necessary counsel from legal experts in such jurisdictions.



Confidentiality and disclosure

Carler, its partners and employees are bound to secrecy under the provisions of the Swedish Code of Judicial Procedure and the Swedish Bar Association's code of professional conduct. Carler will not disclose to a third party any circumstance that is not general knowledge, unless this is done as a part of execution of the engagement, or with your consent.

In some engagements, Carler is legally obliged to gather and retain evidence and certain documentation of the identities of its clients. Carler may therefore ask you to provide identification or other documentation related to you or your company or other individuals connected to the engagement. Such requests may be presented even after initiation of an engagement. If you do not provide the documentation requested by Carler, Carler may be legally bound to immediately cease execution of the engagement and end the relationship with you.

Carler is, despite confidentiality, legally bound to disclose information in connection with investigations of certain types of crimes and to give information on VAT numbers to tax authorities. By using Carler's services, you consent to Carler's disclosure of information in accordance with what is described above.

Carler retains the right to use information gained in connection with execution of an engagement, if said information is public or else widely available, for marketing purposes, or in connection with statistical or market surveys performed by a third party.

Carler's case management is largely digital and documents may come to be stored only electronically. In cases where Carler receives a document, the hard copy of which is not significant in itself, the document may be digitalised and the hard copy destroyed. Thus, Carler cannot return the documents that Carler has received, only digital copies thereof. Original documents, hard copies that are significant, and documents that cannot – pursuant to a statute or other legal regulation – be archived electronically, are stored and archived physically, and can be returned.

Fees and invoicing

Unless Carler and you have agreed otherwise, Carler's fees are determined based on the following factors: (a) the skill and experience required by the engagement, (b) the result achieved, (c) the time invested, (d) the value encompassed by the engagement, (e) any risks to Carler, and (f) the time constraints of the engagement. Carler's fees are in accordance with the rules of the Swedish Bar Association.

In addition to Carler's fees, costs for travel, accommodations, and other expenses, will be charged to you. Carler usually covers lesser expenses on your behalf and charges them in arrears, but Carler may instead ask for an advance on such expenses or forward the invoice for an expense to you for payment.



Carler usually sends invoices on a monthly basis. Carler can also provide you with regular information on fees payable. Unless Carler and you have agreed otherwise, Carler's invoices fall due after 15 days. Carler will charge default interest in accordance with the Swedish Interest Act in case of overdue payment.

If you have the right to compensation from insurance (e.g., legal assistance insurance) to cover part of Carler's fee, you remain liable for payment of Carler's fees as and when invoiced and due. Insurance does not cover VAT and usually has a significant deductible and a maximum coverage. If your insurance provider pays all or part of the fee in advance, such payment is subtracted from Carler's claims only when payment is made.

Carler retains the right to send invoices in advance for its fees. If this occurs, the final invoice will indicate the total fee, from which the fee you have paid in advance should be subtracted.

Carler retains the right to request an advance payment, either before work in an engagement is initiated or during an ongoing engagement. Carler's right to advance payment applies throughout an engagement. The advance shall be used to cover future expenses and fees. As lawyers are usually prevented from requesting an advance in excess of the expected fee, Carler's final fee will usually exceed the sum of the advance payment.

Carler always tries to provide legal services at attractive pricing. If you so request, Carler will at the beginning of an engagement provide you with an estimation of the fee for the engagement and Carler can also, if and to the extent this is appropriate and possible, come to an agreement with you on a budget or other cost arrangement for the engagement.

Carler retains the right to revise its estimate, budget, or other cost arrangement, when Carler has reason to assume that the information is no longer correct or possible to achieve.

All sums are given excluding VAT.

Limitation of liability

Carler may, beyond what is stated in these terms and conditions, apply particular limitations of liabilities to certain engagements or sub-engagements. You will be informed of such limitations of liability in advance of the engagement or sub-engagement.

Carler's liability for any damage suffered by you as a result of our fault or negligence in the exercise of an engagement is limited to an amount corresponding to at most SEK one hundred million (100,000,000).

Carler's liability to you shall be reduced by the amount you can obtain under any insurance signed by you or on your behalf or under any contract or indemnity agreement.

Carler is not liable for any loss of production, profit, business opportunity, or any other indirect damage, loss, subsequent damage, or subsequent loss.

Unless otherwise agreed by Carler and you, Carler is not liable for meeting time limits or for any part of the work not being finalised within proposed timeframes, or for Carler not



having the possibility to begin or continue its work due to circumstances beyond its control.

If Carler has explicitly undertaken to provide advice on potential tax consequences, Carler's liability does not extend to taxes charged, unless it was apparent at the time the advice was provided that you could have achieved your goals by using an alternative structure or method, without incurring additional costs or risks, and thus entirely have avoided being charged such taxes.

Carler is in no case liable in relation to a third party as a result of your use of documents or other advice from Carler. Carler's advice in a specific engagement is intended only for you as our client and given the circumstances that you have stated.

If Carler ends an engagement or its relationship with you because of a circumstance that depends on you or because of an obligation provided under law or in the professional code of conduct, Carler is not liable for the damage that this might lead to. Carler's limitations of liability pursuant to these terms and conditions or pursuant to any separate contract with you also apply to Carler's partners and other legal experts and formerly employed legal experts.

Other advisors

Carler has a wide network of professional advisors in Sweden and abroad and will, if necessary, assist you in finding and instructing such professional advisors. Such other professional advisors are to be seen as independent of Carler and Carler is not liable for the advice they provide or for having recommended them to you. Carler is not liable for fees or costs charged by such advisors.

If Carler, on your behalf, instructs such other professional advisors, Carler can help you in obtaining fee offers or drafting a contract regarding the fee you shall pay for their services. However, Carler is not liable for such offers or contracts.

Communication, marketing, and copyright

Carler appreciates if you inform the lawyer in charge of your case if you do not want to communicate over the internet or by e-mail. Carler's spam and virus protection and other security systems may filter out e-mails. Therefore, you should follow up important e-mail messages with a phone call.

Carler has copyright and other intellectual property rights to the results of the work performed in an engagement. You have the right to use the results for the purpose or purposes that the results were created. However, Carler retains ownership of the created results.

Carler appreciates if you do not distribute the results of such work to the public or through marketing.

Upon request, Carler will send you all the original documents when an engagement ends. However, Carler will retain copies of all documents for its own archives.

If a certain transaction becomes public knowledge, Carler may present information about its engagement for you in its marketing materials and on its website. Such



communications may only contain information that is already public knowledge. If Carler has reason to believe that you might react negatively to such communication, Carler will obtain your consent prior to such communication.

Insider list

Carler presupposes that you will provide information if and when you require that Carler keeps an insider list to fulfil your obligations under the Market Abuse Regulation (2014/596/EU) and related rules. Carler will provide you with the insider list, in electronic form, upon request, given that the request is presented within five years of the list being created or updated. You undertake to keep the insider list secret and to use it only to fulfil your obligations in relation to the aforementioned rules.

Carler undertakes to perform all necessary actions to ensure that the persons listed by Carler on the insider list are familiar with the obligations this entails and the sanctions for abuse or unlawful disclosure of inside information.

Complaints, time limits, and dispute resolution

Carler's operations are based on clients being satisfied with how services are performed and that Carler's advice meets and preferably exceeds the clients' expectations. However, if you are dissatisfied or have complaints relating to Carler, you should inform the lawyer responsible for your case as soon as possible.

If you want to make claims against Carler, you shall do this as soon as you, after a reasonable investigation, have become aware of the circumstances upon which you base the claims (preclusion). However, claims should be made at the latest twelve months after you became aware of the aforementioned circumstances or, in any case, at the latest twelve months after Carler's latest invoice related to the engagement (statutory limitation).

If your claim is based on an authority's or third party's claim against you, Carler shall have the right to respond to, settle, and come to an agreement regarding the claim on your behalf, on condition that Carler indemnifies you. If Carler is not given this right, Carler has no liability in relation to the claim against you.

Carler's payment to you requires that you transfer the rights of recourse against a third party to Carler or its insurance provider.

Carler's engagements and these general terms and conditions are governed by substantive Swedish law.

Any dispute arising out of or in connection with these general terms and conditions or any matter related to Carler's engagement for you shall be finally settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The seat of arbitration shall be Stockholm, Sweden. The arbitral proceedings and any information connected thereto are subject to confidentiality.

Notwithstanding what is stated in the above paragraph, Carler shall always have the right to commence proceedings against you in court for the payment of outstanding claims or to take any other debt collection actions, including application for a payment injunction.



The rules on a lawyer's obligation of secrecy contain exceptions, including for the lawyer's collection of their own fees. Default payment may therefore lead to information, which would otherwise have been covered by secrecy, becoming public knowledge. Debt collection cannot be performed without your relationship with Carler becoming known.

As regards disputes between a consumer, on one hand, and a lawyer at Carler or Carler, on the other hand, the consumer has the right to have their case tried within the framework of the Swedish Bar Association's Consumer Disputes Board, if the consumer has failed to reach a solution based on mutual understanding. See further:
www.advokatsamfundet.se/konsumenttvistnamnden.

The term consumer refers to a natural person acting for purposes that fall outside of business or professional operations.