

## TERMS AND CONDITIONS FOR CASPER ADVOKATER AB

Version ENG-2025:01

### 1 Application and interpretation

1.1 These General Terms and Conditions ("Terms") apply, unless otherwise agreed, to all services provided by Casper Advokater AB (hereinafter referred to as "Casper Advokater", "the Firm" or "we") to its clients.

1.2 By engaging Casper Advokater, the client is deemed to have accepted these Terms.

1.3 In addition to these Terms, the Swedish Bar Association's Code of Professional Conduct is applicable to all Casper Advokater's services and engagements.

1.4 These Terms may be amended by Casper Advokater from time to time. The most recent version is always available on the Firm's website, [www.crlaw.se](http://www.crlaw.se). Any amendment to the Terms shall apply only to engagements commenced after the date on which the amendment is published on the Firm's website. Upon request, Casper Advokater will provide the client with a copy of the latest version of the Terms.

1.5 Only written agreements deviating from these Terms shall be valid and enforceable. In the event the client has received an engagement letter from Casper Advokater in connection with the Firm's acceptance of an engagement or service, the terms of such engagement letter shall take precedence over these Terms in the event of any inconsistency.

### 2 Services, Working Method, and Client Verification

2.1 Casper Advokater will always designate a specific attorney responsible for the Firm's work in each specific matter and engagement.

2.2 When Casper Advokater accepts an engagement, it is accepted by the Firm and not by any individual lawyer. The engagement agreement is therefore entered into with Casper Advokater and not with any individual associated with the Firm. Even where the client expressly or implicitly intends for the engagement to be handled by one or more specific individuals, whether named or unnamed, all partners, lawyers, and other staff members at Casper Advokater may provide services to the client in accordance with these terms, unless otherwise agreed. Any partner or employee performing work for the client within the scope of an engagement shall not bear any personal liability towards the client, except as may be required by mandatory law.

2.3 Casper Advokater is committed to providing its clients with the resources and expertise required for each specific engagement and, where necessary, works in teams to ensure appropriate delivery.

2.4 The Firm's resources and staffing may be subject to change over the course of an engagement. Where deemed necessary by Casper Advokater, or where required under an agreement with the client, the Firm will issue written confirmation of such changes.

2.5 All issues in a business transaction or dispute are considered part of the same engagement, regardless of who handled them or how invoices are issued.

2.6 Advice is tailored to the specific engagement and context provided by the client, and cannot be used for other purposes. Tax implications are excluded unless specifically agreed upon.

### 3 Confidentiality and Information

3.1 Employees and partners of Casper Advokater are bound by confidentiality obligations pursuant to applicable law and the Swedish Bar Association's Code of Professional Conduct. All non-public information received by Casper Advokater in the course of its engagement—whether directly from the client or relating to the client's business or other commercial matters—will be treated as strictly confidential. Casper Advokater will not disclose any non-public information to third parties without the client's prior consent, except where such disclosure is necessary for the performance of the engagement, required by law, professional conduct rules, or by court judgment or decision.

3.2 For certain engagements, Casper Advokater is legally required to obtain and retain evidence and specific documentation regarding its clients' identity. Accordingly, Casper Advokater may request the client to provide identification documents and other relevant information concerning the client, the client's company, or other persons involved in the matter. Such requests may be made even after the commencement of the engagement. Should the client fail to provide the requested documentation, Casper Advokater may be legally obligated to immediately suspend its work and terminate the client relationship.

3.3 Casper Advokater reserves the right to use information obtained in connection with an engagement that is public or otherwise generally available, for marketing purposes and in relation to statistical or market analyses conducted by third parties.

3.4 Casper Advokater primarily manages its case files digitally, and the majority of documents are stored exclusively in electronic format. If the firm receives a document whose physical original is not independently significant, the document may be digitized and the physical copy destroyed. Consequently, Casper Advokater is unable to return such physical documents but can provide digital copies. Original documents and physical records that are of independent importance, or that cannot be archived electronically due to legal or regulatory requirements, are stored physically and may be returned upon request.

### 4 Fees, Expenses, and Invoicing

4.1 Unless otherwise agreed between Casper Advokater and the client, fees are charged in accordance with the Swedish Bar Association's Code of Professional Conduct and are determined based on the following factors: the level of skill and experience required for the engagement, the results achieved, the time

expended, the value of the matter, any risks assumed by the Firm, and the time constraints applicable to the engagement.

4.2 In addition to fees, Casper Advokater may charge the client for costs relating to travel, accommodation, and other expenses. With respect to minor expenses, the Firm will generally incur such costs on the client's behalf and subsequently invoice the client for reimbursement. However, the Firm reserves the right to request advance payment from the client for such expenses or to forward the relevant invoices to the client for direct payment.

4.3 Generally, Casper Advokater invoices clients monthly. Upon request, the Firm may provide the client with regular updates on accrued fees.

4.4 Unless otherwise agreed, invoices issued by Casper Advokater shall be payable within fifteen (15) days. In the event of late payment, statutory interest will be charged in accordance with the Swedish Interest Act ("räntelagen").

4.5 The client is responsible for the payment of Casper Advokater's fees and expenses in the amounts and within the timeframes specified in the invoices, regardless of whether the client holds insurance (e.g., legal-expenses insurance, "rättsskydd" in Swedish) that may provide reimbursement for a portion of the fees, or whether the opposing party in a dispute is ordered to compensate the client's legal costs. Any advance or reimbursement paid by the client's insurer shall be applied to the Firm's outstanding claim only upon receipt.

4.6 Casper Advokater is entitled to issue invoices on an on-account basis. Where such invoices have been issued during an ongoing engagement, the final invoice shall specify the total fee and deduct the amounts previously paid on account. The Firm is also entitled to request payment in advance, both prior to commencement of the engagement and during its progression. This right to advance payment applies on a continuing basis throughout the engagement. Advance payments will be applied against future expenses and fee invoices. Generally, lawyers are prohibited from requesting advance payments in excess of the anticipated total fee, and as such, the final fee will typically exceed the advance amount.

4.7 Casper Advokater aims to provide legal services at fee levels that are perceived as attractive to its clients. Upon request and at the outset of an engagement, the Firm may provide the client with a fee estimate. Where appropriate and feasible, the parties may agree upon a budget or alternative financial arrangement for the engagement.

4.8 Casper Advokater reserves the right to revise any fee estimate, budget, or similar arrangement previously provided to the client in accordance with these Terms, should the Firm have reason to believe that the figures are no longer accurate or attainable. Unless otherwise stated, fees are quoted exclusive of value-added tax (VAT).

## **5 Limitation of Liability**

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5.1 Casper Advokater's liability for any loss or damage suffered by the client due to fault or negligence in the performance of an engagement is limited to an amount not exceeding thirty-five million Swedish kronor (SEK 35 000 000).

5.2 The Firm's liability to the client shall be reduced by any amount the client may be entitled to recover under an insurance policy taken out by or for the benefit of the client, or pursuant to any agreement or indemnity undertaking.

5.3 Casper Advokater shall not be liable for any loss of production, profit, business opportunity, or any other indirect, consequential, or economic loss suffered by the client.

5.4 Unless otherwise agreed, the Firm shall not be liable for any failure to complete any part of the work within suggested timelines or for any inability to commence or continue work due to circumstances beyond its control.

5.5 If Casper Advokater has expressly undertaken to provide advice on potential tax consequences, the Firm shall not be liable for any taxes payable by the client, unless it was evident at the time the advice was given that the client could have achieved the same objective by using an alternative structure or method without additional cost or risk, thereby completely avoiding the tax liability.

5.6 Casper Advokater shall not, under any circumstances, be liable to any third party as a result of the client's use of documents or legal advice provided by the Firm.

5.7 If the Firm discontinues an engagement or terminates its relationship with the client due to circumstances attributable to the client, or due to legal or ethical obligations, Casper Advokater shall bear no liability for any resulting loss or damage to the client.

5.8 The limitations of liability set forth in these Terms, or in any separate agreement with the client, shall apply equally to the Firm's partners, attorneys, and both current and former employees.

5.9 Casper Advokater may, in relation to specific engagements or sub-engagements, apply additional limitations of liability beyond those set forth herein. Such limitations shall be communicated to the client in advance of the relevant engagement.

## **6 Advice from Third Parties**

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6.1 Where necessary, Casper Advokater assists its clients in identifying and instructing appropriate professional advisors. Such advisors shall be considered independent from Casper Advokater, and the Firm assumes no responsibility for the advice provided by those advisors or for having recommended them to the client. Casper Advokater likewise accepts no liability for the fees or expenses charged by such advisors.

6.2 If Casper Advokater, on the client's instructions, engages other professional advisors, the Firm may assist the client in obtaining fee estimates or in negotiating the remuneration payable for the advisor's services. However, Casper Advokater assumes no responsibility for such estimates or agreements.

## **7 Communication, Marketing, and Intellectual Property**

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7.1 Casper Advokater primarily communicates with its clients and other parties involved in the matter via the internet and

email. The client acknowledges and accepts that this may involve certain risks from a security and confidentiality standpoint, and that Casper Advokater accepts no liability in respect of such risks.

7.2 If the client does not wish to communicate via the internet or email, the Firm expects the client to notify the responsible attorney accordingly.

7.3 Due to spam filters, virus protection, and other security measures, emails may occasionally be filtered. Clients are therefore advised to follow up on important email correspondence by telephone.

7.4 Casper Advokater retains copyright and other intellectual property rights in the work product it delivers. The client is granted the right to use such work product solely for the purpose(s) for which it was produced. Ownership of the developed work product remains with Casper Advokater.

7.5 The client may not disseminate or use the work product from Casper Advokater's engagement for marketing or general distribution purposes without the Firm's prior written consent.

7.6 Upon the client's request and upon conclusion of the engagement, Casper Advokater will return all original documents to the client, subject to the limitations set forth in Clause 3.4 of these Terms. The Firm will retain copies of such documents for its own records.

7.7 To the extent permitted under the Swedish Bar Association's Code of Professional Conduct, Casper Advokater may use publicly known information about an engagement or transaction in its marketing materials or on its website. If the Firm has reason to believe that the client may object to such publication, it will obtain the client's prior consent before proceeding.

## **8 Market-Abuse Regulation**

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8.1 If the client wishes Casper Advokater to maintain an insider list in order to enable the client to fulfill its obligations under the Market Abuse Regulation (EU) No 596/2014 and associated rules, the client must expressly request this from the Firm.

8.2 Where applicable, Casper Advokater will provide the client with the insider list in electronic format upon request, provided that such request is made within five years of the list's creation or latest update. The client is obligated to keep the insider list confidential and to use it solely for the purpose of fulfilling its regulatory obligations as referenced above.

8.3 Casper Advokater is responsible for taking all necessary measures to ensure that individuals included in the insider list are informed of the obligations this entails and of the consequences of misusing or unlawfully disclosing insider information.

## **9 Complaints and Dispute Resolution**

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9.1 Casper Advokater is committed to ensuring that clients are satisfied with the services rendered and that the legal advice provided meets their expectations. Should the client nevertheless be dissatisfied or wish to raise a complaint against

Casper Advokater, the client is requested to notify the responsible attorney as soon as possible.

9.2 If a client intends to assert a claim against Casper Advokater, such claim must be made as soon as the client, upon reasonable investigation, has become aware of the circumstances giving rise to the claim (preclusion). In any event, such claim must be presented no later than twelve (12) months from the date on which the client became aware of said circumstances, and in no case later than twelve (12) months from the date of the latest invoice issued by Casper Advokater in the relevant engagement (limitation period).

9.3 If the client's claim is based on a demand brought against the client by a public authority or a third party, Casper Advokater shall have the right to respond to, settle, or otherwise resolve such demand on behalf of the client, provided that Casper Advokater indemnifies the client in respect of the claim. Should the client refuse to grant such authority, Casper Advokater shall bear no liability for the claim.

9.4 A condition for any payment by Casper Advokater to the client is that the client assigns to Casper Advokater or its insurer the right of recourse against any third party in respect of the same matter.

9.5 Casper Advokater's engagements and these Terms are governed by substantive Swedish law.

9.6 Any dispute arising out of or in connection with these Terms or any matter relating to Casper Advokater's engagement 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. The arbitration, including its existence, content, and outcome, shall be subject to confidentiality.

9.7 Notwithstanding the provisions of Clause 9.6, Casper Advokater reserves the right to bring an action before a court of law or to take other debt collection measures, including applying for a payment order, in relation to overdue claims against a client.

9.8 The rules concerning an attorney's duty of confidentiality include exceptions, for example in relation to the recovery of legal fees. Accordingly, non-payment of fees may result in the disclosure of information that would otherwise have been protected by confidentiality. Debt collection measures cannot be undertaken without disclosing the existence of the client relationship with Casper Advokater.

9.9 In the event of a dispute between a consumer and an attorney at or the firm Casper Advokater, the consumer has the right, following an unsuccessful attempt at amicable resolution, to have the matter reviewed by the Consumer Disputes Board of the Swedish Bar Association. Further information is available at: [www.advokatsamfundet.se/konsumenttvistnamnden](http://www.advokatsamfundet.se/konsumenttvistnamnden).

9.10 For the purposes of these terms, a "consumer" means a natural person acting for purposes that fall outside the scope of business or professional activity.