



KROGERUS GENERAL TERMS AND CONDITIONS

Members of the Finnish Bar Association and other lawyers and professionals at Krogerus Attorneys Ltd ("Krogerus" or "we" or "us") comply with the rules and regulations of the Finnish Bar Association.

1 APPLICATION

We will comply with these general terms and conditions when completing an engagement. These terms annul any client's similar terms, unless otherwise specifically agreed in writing. The terms set out in an engagement letter between us and the client shall supersede any contradicting provisions in these general terms and conditions.

2 SCOPE OF REPRESENTATION

Although the scope of our representation may be separately agreed on in connection with each new engagement, our services are generally limited solely to legal advice. Financial, accounting, technical or environmental advice is not a part of our services, and tax advice is provided only if explicitly agreed. We assume responsibility for our advice solely relating to Finnish law. To ensure appropriate execution of our services, you are obligated to disclose all relevant information regarding the engagement and changes in the information.

3 LEGAL TEAM

We will assign a responsible partner to every engagement. The partner will assemble a suitable team of lawyers, legal assistants and other professionals. If agreed, we may also utilise the assistance of outside advisers or consultants, including non-Finnish law firms, to complete an engagement. We have no responsibility for the fees and expenses charged by outside parties and ask that you pay all fees and expenses to the parties separately, unless otherwise agreed.

4 CONFLICT OF INTEREST

Before starting a new assignment, we will conduct a conflict of interest check to confirm that we are free to act on your behalf. Despite the conflict of interest check, situations may arise during an ongoing engagement where we may have a conflict of interest. We comply with the applicable code of conduct of the Finnish Bar Association in the conflict of interest evaluation.

5 TERMINATION OF SERVICES

You have the right at any time to terminate our legal representation upon written notice to us. We, as providers of legal services, have the right to terminate our legal representation in accordance with the applicable code of conduct of the Finnish Bar Association, including in the event of delay in payment of our fees. Termination will not relieve you of the obligation to pay us promptly for our services rendered and costs incurred prior to the termination. You agree to pay us in advance for the time and expense of duplicating records requested by you following the termination or completion of our services. You agree to sign any documents reasonably necessary to complete our discharge or withdrawal. Unless previously terminated, our representation of you will end when we have completed our work on the assignment or upon sending you our final invoice for services rendered, whichever occurs first.

6 FEES AND INVOICING

6.1 Unless otherwise agreed, our fees are based on the billing rate prevailing at the time of the engagement and possible time constraints, complexity of the assignment, risk we are exposed to and results achieved. All fee estimates are merely indicative and cannot be considered fixed prices, unless otherwise agreed in writing. We will add a surcharge equal to 4% of our aggregate fees (excluding value added tax (VAT)) for general office expenses related to handling the assignment. This surcharge cannot be claimed from the counterparty in litigation or arbitration.

6.2 We will separately charge direct external expenses, such as travel costs and governmental or registration fees, incurred in connection with our engagement. You may be asked to advance major expenses, if such expenses are required to be incurred in the course of our work on your assignment.

6.3 Our fees and invoicing are unaffected by whether or not any insurance reimburses our fees to you. We will also invoice you directly even if a counterparty or other third party is obligated to cover your legal expenses.

6.4 Clients are generally invoiced on a monthly basis, unless otherwise agreed. VAT is added to the invoice according to the applicable tax regulation. Unless otherwise agreed, payment is due fourteen (14) days from the date of our invoice. The default interest for overdue invoices is the applicable statutory rate (or, in absence of a statutory rate, 10% per annum).

6.5 In respect of VAT, for our non-Finnish clients within the European Union (EU), we are legally obliged to verify whether they carry out business activities. According to guidance given by the Finnish Tax Administration, a sufficient verification is the VAT number granted by the local tax authorities. If we cannot verify that our EU client is carrying out business activity, we are legally obliged to add Finnish VAT to our EU clients' invoices. Therefore, if you are a non-Finnish client within the EU, we kindly ask you to provide your VAT number for our billing system. Note that the amount of your purchases, together with your VAT number, is reported to Finnish Tax Administration for information exchange purposes.

7 FEE DEPOSIT

If we require a fee deposit, our representation will commence only upon our receipt of the fee deposit in full.

8 LEGAL EXPENSE INSURANCE

8.1 Prior to the commencement of each and every engagement, the rules and regulations of the Finnish Bar Association require that its members remind their clients of possible insurance that could cover legal costs. We kindly encourage you to clarify from your insurance company the status and content of any possible legal expenses insurance that you may have, as well as the applicability and coverage of such insurance to our engagement.

8.2 Any legal expenses insurance agreement you may have is an agreement between you and the insurance company. There is no contractual relationship between us and your insurance company. Regardless of the terms and conditions stated in your legal expenses insurance, we will charge all fees and costs relating to our engagement to the full amount from you. The fees charged by us are not bound to or limited by the compensation that your insurance might cover.

9 LIMITATION OF LIABILITY

9.1 Our liability (and the liability of our partners) towards a client (or clients in case of multiple clients) is limited to pure economic loss directly caused to a client as a consequence of an error or negligence on our part in performing our work and is also limited (i) to EUR 5,000,000 if our fee (excluding VAT and direct expenses) exceeds EUR 100,000 and (ii) to EUR 1,000,000 if our fee is equal to or less than EUR 100,000 (excluding VAT and direct expenses).

9.2 We will reduce our liability to you by any amount that you obtain from any insurance you maintain or from any contract to which you are a party or indemnity to which you are a beneficiary.

9.3 We have no liability for any loss or damage suffered should you use our advice or documents for any purpose other than for which they were given. We provide services solely to you and accept no liability for loss suffered by any third parties. We have no liability for services performed or advice given by third party advisers, including other law firms, even if engaged by us for you or the

services or advice is provided to you through us. We are liable solely for direct damages and not for incidental, consequential or other indirect loss or damages, such as lost profits or lost contracts.

- 9.4 We maintain, in addition to the compulsory professional indemnity insurance required by the Finnish Bar Association, professional indemnity insurance for our firm. Our liability for the services we render is limited in accordance with this Section 9 regardless of the terms and conditions of our professional indemnity insurance.
- 9.5 If you have been advised by another adviser or professional in the same matter that led to our liability, and that adviser's or professional's liability is limited to a lower amount than our liability, then our liability will be limited to the same amount as your other adviser or professional, but is under no circumstances limited to an amount less than EUR 200,000.
- 9.6 Without prejudice to your right to bring a claim against Krogerus for providing the relevant services in relation to this engagement, you agree that there is no assumption of a personal duty of care by, and you will not bring any claim against, any partner or other member, shareholder or employee of Krogerus, unless permitted by mandatory law.
- 9.7 We reserve the right to limit our liability to a lower amount than stated in this Section 9 for a particular part of an engagement.
- 9.8 Limitations to our liability agreed in Section 9 limits the liability of our partners and other employees for any loss or damage suffered by you.

10 CONFIDENTIALITY

- 10.1 We are subject to the confidentiality provisions set out in the applicable code of conduct of the Finnish Bar Association and will protect the information you disclose to us in accordance with these rules.
- 10.2 If we utilise the assistance of outside advisers when completing your engagement, we reserve the right to communicate to them all information that we consider necessary for them to perform the assignment.

11 PUBLICITY

- 11.1 Unless otherwise agreed, we reserve the right to provide your name as our client and a brief description of the engagement in client offers and submissions to legal directories, with the understanding that we will mark it as confidential.
- 11.2 For transactions and other similar engagements, you consent to our making public our involvement on your behalf in this engagement upon its entrance into the public domain. We will seek your approval before disclosure if we have a particular reason to believe you do not wish to have our involvement made public.

12 COMMUNICATION

We usually communicate with our clients via email. If you prefer to use some other means of communication in a particular engagement, please notify the partner in charge. On occasion messages do not reach their intended recipient. We ask that you notify the recipient by, for example, telephone for time-sensitive or important matters you have sent via email.

13 FILES

We retain all documents and files in accordance with the applicable code of conduct of the Finnish Bar Association.

14 DATA PROTECTION

We will process personal data you provide to us or we collect before or during our engagement in accordance with laws regarding the protection of personal data, among other things, so that we

can perform our engagement, to confirm the identity of our clients, to check conflicts of interest and for client-specific marketing purposes. You are entitled to receive information from us on how we use your personal data and to demand rectification of your data. You also are entitled to request that your personal data is not processed for direct marketing purposes.

15 CLIENT IDENTIFICATION

- 15.1 We are legally obligated to verify the identity of our clients, their representatives and owners, for example, in order to prevent money laundering and terrorist financing. In some instances, we are also obligated to clarify the origin of client funds and other assets.
- 15.2 We may be required to report to authorities if your assignment is suspicious or we have reason to suspect terrorist financing or money laundering. Such suspicions may obligate us to withdraw from the assignment.
- 15.3 You acknowledge our right to process personal data regarding you, your representatives and owners for the purposes set out above. It will be your responsibility to notify your representatives and owners of potential processing of data for the purposes set out in this Section 15.

16 COMPLAINTS AND CLAIMS

- 16.1 We hope to fulfil your expectations and request if, for any reason, you are unsatisfied with our services or have a complaint that you inform the partner responsible for your engagement immediately after you have become aware of the circumstances giving rise to the complaint or claim.
- 16.2 We are not liable for any claim made later than 12 months after the circumstances giving rise to the claim became or should have become known to you or the engagement to which the claim refers can be reasonably deemed to have been completed, whichever occurs first.
- 16.3 If your claim is based on a claim against you by a third party or authority, we or our insurers are entitled to answer and settle such claim on your behalf. We are not liable if you have settled, compromised or otherwise taken any actions to such claim without our consent.
- 16.4 If you are compensated by us or our insurers for a claim, you must, as a condition for such compensation, assign or subrogate the right of recourse against third parties to us or our insurers.

17 APPLICABLE LAW AND DISPUTES

- 17.1 Finnish law will be applicable to all client relationships and our engagement from you without regard to its principles and rules on conflict of laws.
- 17.2 Any dispute, controversy or claim arising out of or relating to our engagement, or the breach, termination or invalidity thereof shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The seat of arbitration shall be Helsinki, Finland.
- 17.3 We reserve the right to bring claims concerning uncontested receivables to the Helsinki District Court or, if we so elect, to another competent court, including the courts of your domicile.

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