

## ROIHU ATTORNEYS LTD

### General Terms and Conditions / 2021

#### 1. General

Roihu Attorneys Ltd (hereinafter "Roihu") is a limited liability company with Business ID 2366974-3 and with its office at Bulevardi 6 A 9, 00120 Helsinki, Finland.

These General Terms and Conditions apply to services provided to you by Roihu and supersede any earlier General Terms and Conditions we have provided to you. We may amend these General Terms and Conditions in the future, in particular to reflect changes in law or commercial practice.

The attorneys at Roihu are members of the Finnish Bar Association. The attorneys and all other staff at Roihu are bound by statutes, duties of confidentiality and other ethical standards, including the Finnish Bar Association's Code of Conduct for Lawyers. This Code of Conduct requires us to ascertain whether potential conflicts of interest exist before accepting your engagement. We may have to decline your engagement in the event that such a conflict exists.

#### 2. Our liability

We limit our liability for any claims made in respect of our negligence and/or breach of contract (including in respect of any omission) or in any other way arising from each matter to a maximum of EUR 1 million in aggregate, unless for that matter we have agreed on a different limitation of liability with you in writing, in which case that will apply. Where we act for multiple clients on any matter, a single liability cap of EUR 1 million in aggregate will apply to be shared by all of those clients.

We shall not be liable for consequential or indirect damages or losses or for thirdparty damages or other claims.

We have a liability insurance policy at LähiTapiola Keskinäinen Vakuutusyhtiö (Business ID 0211034-2).

#### 3. Charges

##### Professional fees

The fee charged for the engagement is based on the nature and urgency of the engagement, the amount of work required, the value and importance of the matter, the special expertise required and the time needed for carrying out the engagement. The fee is charged in time units of a minimum of fifteen (15) minutes (0,25 hours).

We may separately agree upon a fixed fee or other fee arrangements with you. Unless otherwise agreed with you, overall fee estimates shall serve only as a general indication of the final price of our services.

We reserve the right to request a reasonable retainer for fees and other costs at any time.

We reserve the right to revise our fee rates from time to time without prior notice in particular to reflect the general increase in costs.

##### Disbursements and other expenses

We will collect separate charges to cover expenses and other special disbursements such as travelling costs, expert opinions, official

charges and copying expenses. Other disbursements may include, inter alia, domestic or foreign experts', agents' or lawyers' fees.

##### VAT

The applicable value-added tax (VAT) shall be added to fees, expenses and other charges.

#### 4. Invoicing, legal expenses insurance

##### Invoicing

Unless otherwise agreed we will have the right to invoice on a monthly basis. Unless otherwise agreed, invoices shall be payable in full on the due date specified in the invoice. Please make payment preferably by way of bank transfer. We cannot accept payment in cash.

If our invoices are not paid by the due date we will have the right: (a) to suspend work or to terminate our relationship with you; and (b) to charge interest on the outstanding invoices in accordance with the Finnish Interest Act.

If a third party is to be responsible for payment, our invoices will be sent to and payable by the nominated third party. If for whatever reason such third party fails to pay our invoices, you will be liable to do so. Please note that in certain circumstances we may be entitled to keep any money or documents or other property belonging to you until payment of all outstanding costs has been made and we are also entitled to use such assets for setting off our due invoices.

##### Legal expenses insurance

If you have legal expenses insurance, please provide us with its details as soon as possible.

Unless otherwise agreed, you shall pay our invoice directly even when you have legal expenses insurance, and after you have paid our invoices it will be your responsibility to reclaim some or all of this amount from your legal expenses insurer.

In the event that the insurance company decreases the amount of the fee to be compensated under the legal expenses insurance, or if a court of justice decreases the claimed amount to be paid by the adverse party, we shall, however, be entitled to invoice you for the agreed original amount and for all work performed.

In the event that we agree with you on such actions which are not likely to be covered by the legal expenses insurance, we shall be entitled to invoice for such actions.

#### 5. Our co-operation

We will safeguard your interests and rights and carry out the received engagements with due diligence, in a professional manner and within reasonable time, observing the prevailing conditions.

If you do not provide us with instructions in good time before the set time limit, we may apply for an extension to the time limit if it is possible and the circumstances do not indicate otherwise. We are entitled to a reasonable fee for measures related to the extension.

When documents we have prepared are submitted to you for consideration and comments, you shall check the accuracy of the said documents' contents. We shall be entitled to assume that you accept the contents of such documents unless you state otherwise without delay.

Our aim is to provide a service of the highest quality. If you feel that we have not met the standards you expect, please let us know immediately. You may raise concerns with any of Roihu's lawyer who has been involved in the engagement. Any dissatisfaction with our services should be communicated to us within one (1) month from the date of receiving the said services and in any case no later than within six (6) months after the measures constituting the source of the said dissatisfaction have been completed. If you are dissatisfied with us, you may also make a written complaint to the Disciplinary Board of the Finnish Bar Association, which can e.g. give a recommendation regarding our fee.

## 6. Electronic communications

We secure our email and internet connections in accordance with the requirements of the Finnish Bar Association. Sending information and documents by email does, however, contain risks. For example, third parties may gain access to unsecured data, and messages may include malware.

You shall advise us in advance in writing of any objections to the use of electronic communications. We shall not be held liable for damages arising from such use unless the said damages arise from a wilful or grossly negligent breach of our professional duties.

## 7. Suspension and termination of the engagement

You may terminate your engagement with us at any time by contacting us.

Should the instructions for an engagement and/or any payment requested for carrying out the engagement not receive us in time, we shall be entitled to conclude that you have chosen to withdraw the engagement.

We will always give you notice of our intention to suspend work. If we give you notice that we intend to suspend work, this does not affect our rights to subsequently cease to act for you.

We will only cease acting for you on reasonable grounds, for example if you fail to pay our invoices on time, you instruct us to take any action which is illegal or contrary to the Finnish Bar Association's Code of Conduct, or if it is clear that the relationship of mutual trust and confidence between us has broken down. Please note that this is not an exhaustive list.

Upon termination of our relationship whether by you or by us, you will be liable to pay all fees, disbursements and expenses incurred up to and including the date of termination (whether invoiced before or after the date of termination). An engagement is only deemed to have ceased when managing the engagement requires no further measures from us.

## 8. Data protection

In connection with our engagement we may process personal data provided to us by you as well as data collected from credit information registers ("Personal Data"). Such Personal Data may relate to you or to others. We will process the information in accordance with the Personal Data Act ("PDA").

We will record and process Personal Data depending on what kind of information we obtain from you or third parties on your behalf. Unless you instruct us otherwise:

- (a) we will act as a data controller of Personal Data relating to you which we may process for the purpose of handling your engagement (for instance, for processing invoices and compliance with our regulatory obligations); and
- (b) we will act as a data processor of Personal Data relating to you or third parties, which we process in order to advise you and handle your engagement in accordance with your instructions and, thus, with your consent.

If you exercise your right to access the Personal Data recorded on you, we will deliver the requested information to you.

## 9. Copyright

We retain ownership of any and all copyright or other intellectual property rights in any documents and materials created by us for you (in whatever form), at all times. You will have the nonexclusive right to use those documents and materials for the purposes for which they have been prepared for you.

In order to be able to deliver the best advice to you, we maintain a searchable internal knowhow management system. You agree that we may keep hard and/or electronic copies of documents created or obtained in connection with your engagement within such system.

## 10. Confidentiality

We have a professional and legal obligation to keep the affairs of clients confidential unless you instruct us to disclose information or we are obliged to disclose it by law.

We may, however, disclose confidential information to our insurers, auditors, other professional advisers instructed by us and to subcontractors who we outsource certain administrative functions to, provided in all cases that we impose the same duty of confidentiality upon them.

## 11. Money laundering

We are obliged to comply with the Finnish Act on Detecting and Preventing Money Laundering and Terrorist Financing. As part of our compliance we carry out identity checks and other checks on clients and individuals instructing us within the client. We carry out such checks at the outset of a matter and throughout the course of the matter. We may not be able to begin work on a particular matter until we have completed the required checks.

## 12. Conflicts

From time to time an actual or potential conflict may arise between your interests and our interests or the interests of another of our clients. In such cases, wherever possible, we will seek to discuss the issue with you to determine the appropriate course of action. However, if a conflict of interests exists, we may have to cease to act for you and/or the other client involved.

## 13. Consumer protection

Where the Finnish Consumer Protection Act applies, you will have the right to withdraw the engagement with us in accordance with that legislation. We will inform you if we believe that the right of withdrawal applies in your case.

## 14. Insider information

With respect to engagements received regarding listed company or security, we comply with our internal insider regulations and maintain an insider register, where applicable. You agree to notify us in circumstances where we are receiving insider information.

## 15. Governing law and settlement of disputes

Our engagements shall be governed by the laws of Finland, excluding its provisions on choice of law. Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The number of arbitrators shall be one (1) and the arbitration shall take place in Finland. The language of the arbitration will be English. The parties shall nevertheless be entitled to submit claims for overdue receivables to any applicable Finnish general court of justice.