

GENERAL TERMS AND CONDITIONS

1. APPLICATION

These general terms and conditions apply to legal services provided by Aleksandra Attorneys Ltd (**Aleksandra** or **we** or **our**) to clients in connection with assignments. By engaging Aleksandra, the client is deemed to have accepted these general terms and conditions unless otherwise agreed in a written engagement letter with the client.

2. TEAM AND SERVICES

Our legal services are tailored to each assignment on the basis of information and instructions provided to us by the client for the assignment and a suitable team will be assigned for each assignment. The team assigned to our client may, however, be changed by us if deemed necessary. In case the team members are wished to be approved by the client, we expect to be informed on such wishes in advance.

The legal advice we give in relation to an assignment may not be relied on in any other matter or used for any other purpose than for which it was given unless separately agreed with us. Unless explicitly agreed otherwise, we do not undertake to update the given legal advice due to subsequent legal developments.

Our services are solely comprised of legal advice and do not include any commercial, tax, financial, accounting, technical or environmental aspects.

3. CONFLICTS OF INTEREST

Prior to taking on an assignment, we will conduct an internal conflict of interest check in accordance with the applicable code of conduct of the Finnish Bar Association (**Code**) to confirm that we are free to act on your behalf. The said internal conflict of interest check is carried out on basis of information provided by you.

Despite the internal conflict of interest check set out in the first paragraph of this Section 3 above, situations in which we may have a conflict of interest may occur during the handling of an assignment. Should circumstances arise that would prevent us from acting for a client in an ongoing assignment, we undertake to inform the client of the conflict of interest without undue delay and strive to resolve the conflict of interest in accordance with the Code considering the best interests of our client.

4. DATA PROTECTION

We process data you provide to us or data that we collect before or during an assignment in accordance with personal data protection laws so that we can conduct the assignment and properly identify our clients and run conflict of interest checks.

You are entitled to receive information from us on how we use your personal data and to demand rectification of your incorrect data. You are also entitled to request that your personal data is not processed for direct marketing purposes.

5. CLIENT IDENTIFICATION AND ANTIMONEY LAUNDERING PROCEDURES

In accordance with Finnish legislation (including the Finnish Act on Preventing Money Laundering and Terrorist Financing, 444/2017, as amended), we may be obliged to verify our client's identity and our client's ownership structure and to obtain information regarding the nature and the purpose of the assignment. We may also be required to verify the origin of funds and other assets. We may, thus, need to request evidence of the identity of another person acting on our client's behalf and, in case of legal entities, of persons who are their beneficial owners as well as information and documentation evidencing the origin

of funds and other assets. We are also under legal obligation to verify such information from external sources.

All information received by us for the purposes under the first paragraph of this Section 5 above will be retained by us. We have a right to process personal data regarding you, your representatives and owners for the purposes set out in the first paragraph of this Section 5 above. It will be our client's responsibility to inform its representatives and owners of potential processing of data for the purposes set out in the first paragraph of this Section 5 above and to ensure that the said representatives and owners approve such processing.

You undertake to inform us on any changes in relation to information provided to us under the first paragraph of this Section 5 above and to provide us with up-to-date information in case of such changes.

We are required by applicable law to report suspicions of money laundering or financing of terrorism to the relevant government authorities. In such cases, we are prevented by law from informing the client of our suspicions or that a report has or will be made.

6. CONFIDENTIALITY

We are bound by the confidentiality provisions set out in the Code and the applicable legislation. We will protect the information provided to us by you in accordance with the rules of the Finnish Bar Association, to the extent allowed by the applicable law.

If external counsels and/or advisors are utilised in relation to an assignment in accordance with Section 12, we have a right to communicate all information and provide all materials to such counsels and/or advisors that we consider necessary to enable them to perform their assignments.

If services of Aleksandra are rendered to more than one (1) client in a same assignment, we have a right to communicate all information and provide all materials to all clients in relation to such assignment.

7. PUBLICITY

Unless otherwise instructed, we are entitled to include your name and a general description of the assignment to our internet page, Aleksandra's marketing material, offers, submissions to legal directories and equivalent contexts. The aforementioned general descriptions shall only include information that has already been made public.

Your approval is requested for disclosure described in the first paragraph of this Section 7 above if we have a particular reason to believe that you do not wish to have our involvement to be made public.

8. COMMUNICATION

You acknowledge and approve that communication with our clients is usually conducted with e-mail messages. If other means of communication are preferred by you, we expect to be instructed of such means in advance. Aleksandra does not assume any liability for any corruption, interception, amendment, tampering or viruses or similar adverse effect caused due to use of any electronic communication.

Arrival of important or time-sensitive matters via e-mail messages is recommended to be ensured by telephone communication.

9. FILES

We retain all documents and files in accordance with the Code. As a main principle, all archived materials are in electronic format.

10. FEES AND INVOICING

Unless otherwise agreed with the client, fees for our legal advice and services are based on time spent on such advice and services, the complexity and urgency of the matter, the qualifications, the seniority of our personnel involved, the possible risk assumed by us, the experience and resources required and the results achieved. All fee estimates are only indicative and shall not be considered as fixed prices unless otherwise agreed in writing with the client.

An office cost of 4.5% will be added to our invoices. Out of pocket expenses other than office costs, such as travel and accommodation costs, registration fees and similar costs, incurred during the assignment will be charged separately. Unless otherwise instructed in writing by you, we are entitled to take actions that are deemed necessary or advisable to carry out the assignment provided, however, that costs of such actions stay within reasonable level.

We are entitled to invoice our fees, office costs and expenses on a monthly basis. Invoices will be addressed to and payable by the client unless otherwise agreed. Invoices are due within fourteen (14) days from the date of the invoice unless otherwise agreed with the client. We will charge interest on late payments from the due date until the date of payment in accordance with delay interest set out in the Finnish Interest Act (633/1982, as amended).

All fees are subject to value added tax (VAT) in accordance with applicable tax regulation. In relation to VAT, for our non-Finnish clients within the European Union (EU), we have a statutory duty 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 have a statutory duty to add Finnish VAT to our EU clients' invoices. Hence, in case you are a non-Finnish client, kindly provide us with your VAT number and please be noted that your purchase and VAT number are reported to Finnish Tax Administration.

11. LEGAL EXPENSE INSURANCE

Before the commencement of an assignment, the Code requires that an attorney-at-law reminds clients of possible legal expenses insurance. Therefore, we kindly ask the clients to clarify from their respective insurance companies the status and coverage of possible legal expenses insurance they may have and the application and coverage of such insurance to an assignment entrusted to us.

12. LEGAL COUNSELS FROM OTHER JURISDICTIONS AND OTHER ADVISORS

Use of counsels from other jurisdictions or advisors with other areas of expertise (e.g. technical, tax, environmental and financial) is always subject to your prior written approval. However, if such counsels or advisors are used in relation to an assignment, we do not assume any liability for fees and expenses of such counsels or advisors or any liability for the work performed by such counsels or advisors. A contractual relationship shall always be deemed to exist between an external counsel and/or advisor and you regardless whether such counsel or advisor is engaged by us on basis of your approval and/or request.

13. LIMITATION OF LIABILITY

We assume liability for our legal advice only relating to Finnish law and solely for pure economic loss caused due to an error or negligence on our part in performing the legal services. In no event shall Aleksandra or our partners be liable for any consequent or indirect damage or loss incurred or suffered by the client under or in connection with an assignment and all limitations of liability set out in this Section 13 shall be applicable to the liability of our partners. The total liability of Aleksandra and our partners in connection with an assignment shall not exceed the aggregate sum of EUR 200,000.

Save for as provided under mandatory legislation, no party other than Aleksandra shall be liable for services rendered to you, and thus, your relationship shall be with Aleksandra alone regardless whether you have expressed or implied intention that a specific individual carry out your assignment.

We assume no liability for any damage or loss caused to any other party than our client or damage or loss caused due to advice or documents provided by us, if such advice or document is used to other purpose than their original purpose. Further, our liability shall be reduced by any amount obtained by you from any insurance maintained by you or from any contract to which you are a party or indemnity to which you are a beneficiary.

If a third party relies on advice provided by Aleksandra due to a separate reliance letter provided by on basis of an agreement between Aleksandra and you, the said reliance shall not affect our liability to our disadvantage, and we can only be held liable to the said third party to the extent we can be liable to you. Amount payable to a third party shall reduce our liability towards you correspondingly and *vice versa*. For clarity, no client relationship of any kind shall commence between Aleksandra and a third party due to the reliance provided.

Without prejudice to your right to bring a claim against Aleksandra 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 Aleksandra, unless permitted under mandatory law.

14. TERMINATION OF ASSIGNMENT

You may terminate our engagement at any time by issuing a written notification to us.

In certain cases, as set out in the Code, such as in the event of delay in payment of our fees, we may be allowed to terminate our engagement. In such case, you shall still be obligated to pay our fees for services provided and the expenses incurred prior to and up until the termination of our engagement.

15. COMPLAINTS AND CLAIMS

We strive to fulfil your requirements. If you for any reason are unsatisfied with our services or have a complaint, we recommend that you contact the partner responsible for your assignment after you have become aware of such circumstance.

Any claim based on an assignment must be made in writing within (1) year after the circumstance that give rise to the claim became or should have become known to you or the assignment to which the claim would relate to could be reasonably deemed to have been completed, whichever can be seen to have occurred first. If your claim is based on a claim against you by any third party or an authority, Aleksandra or our insurance company have the right to respond and settle such claim on your behalf. Aleksandra is not liable if you have settled, compromised or otherwise taken any actions to such claim without our consent.

If the client is compensated by us or the insurance company for a claim, you must, as a precondition for such compensation, assign or subrogate the right of recourse against third parties to Aleksandra or our insurance company.

If your complaint concerns our fee you are entitled to ask the Disciplinary Board of the Finnish Bar Association for a recommendation of the fee. In addition, if it is deemed by you that we have violated the Code, you are entitled to bring the complaint to the Disciplinary Board of the Finnish Bar Association.

16. PROFESSIONAL INDEMNITY INSURANCE

Our professional indemnity insurance provider is:

*If P&C Insurance Ltd (publ), branch in Finland
Business ID: 1602149-8
Postal address: P.O. Box 1015, FI-00025 If, Finland
Tel: +358 (0)10 51510
Fax: +358 (0)10 5144028
www.ifvakuutus.fi*

Our liability for the services provided to you shall be limited in accordance with Section 13 above regardless of the terms and conditions of the professional indemnity insurance company.

17. SUPERVISION

Our lawyers using the title "attorney-at-law" are listed in the roll of advocates held by the Finnish Bar Association. The Finnish professional title "attorney-at-law" (in Finnish: *asianajaja*) is granted by and the attorneys-at-law are supervised by:

*The Finnish Bar Association
Postal address: P.O. Box 194, FI-00101 Helsinki, Finland
Tel: + 358 (0)9 6866 120
E-mail: info@asianajaliitto.fi*

Our lawyers and other employees comply with the Code, which is available at website www.asianajaliitto.fi.

18. AMENDMENTS

These general terms and conditions may be amended by us from time to time. Amendments to these general terms and conditions shall become effective upon the launch of amended general terms and conditions at Alexandra's website www.aleksandralaw.fi. However, pending assignments shall be carried out pursuant to the general terms and conditions in force in the commencement of an assignment.

19. APPLICABLE LAW AND DISPUTES

Finnish law is applicable to all client relationships and assignments without regard to its principles and rules on conflict of laws.

Any dispute, controversy or claim arising out of or relating to an assignment, 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.

Aleksandra reserves the right to bring any claims relating to uncontested receivables to the Helsinki District Court or, if Aleksandra so elects, to another competent court, including the courts of your domicile.

Aleksandra Attorneys Ltd

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Registered office: Helsinki, Finland
Register authority: Finnish Trade register, held by Finnish Patent and Registration Office
VAT number: FI27821087*