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KROGERUS GENERAL TERMS AND CONDITIONS

Members of the Finnish Bar Association and other lawyers and professionals at Krogerus Attorneys Ltd ("**Krogerus**", "**we**" or "**us**") comply with the Finnish Bar Association's code of conduct.

1 APPLICATION

We will comply with these general terms and conditions ("**terms**") when carrying out an engagement. These terms annul any general purchase or other contractual terms of the client, unless otherwise specifically agreed in writing. These terms shall not apply insofar as they contradict the explicit terms of the engagement letter concluded between the client and us.

2 SERVICES

- 2.1 Although the scope of our services may be separately agreed upon in connection with each new engagement, the scope is generally limited to legal advice exclusively. Our services do not cover financial, accounting or technical advice. Environmental and tax advice is provided only when explicitly agreed upon. We assume responsibility for our advice solely relating to Finnish law.
- 2.2 To ensure appropriate execution of our services the client must disclose all relevant information regarding the engagement as well as changes concerning the given information. Unless otherwise explicitly agreed upon, we will not update already provided legal advice in consequence of subsequent changes in legislation or case-law.

3 PERFORMANCE OF ENGAGEMENT

- 3.1 For each engagement, we appoint a partner responsible for the same. In order to carry out

the engagement, the responsible partner assembles an appropriate team of lawyers, assistants and other experts.

- 3.2 If agreed upon, we may also utilise external advisers and consultants as well as foreign law firms in carrying out the engagement. We are not responsible for the fees and expenses charged by external parties, and the client must pay all fees and expenses charged by external parties separately, unless otherwise agreed upon.

4 CONFLICT OF INTEREST, CLIENT IDENTIFICATION AND REPORTING TO AUTHORITIES

- 4.1 We carry out a conflict of interest assessment prior to accepting an engagement in order for us to ensure that we can carry out the engagement. Notwithstanding such assessments, a situation may arise in terms of an engagement already being carried out by us, where we have a conflict of interest. We comply with the Finnish Bar Association's code of conduct in force from time to time in conflict of interest assessments.
- 4.2 Pursuant to law, we are under an obligation to verify the identity of our clients as well as their representatives and owners, for example, in order to prevent money laundering and terrorist financing as well as to ascertain compliance with sanctions. In certain instances, we are further under an obligation to determine the origin of client funds or other assets. With respect to client identification, we may also request inter alia information concerning the client, individuals acting in the client's administration or the client's beneficial owners. Further, we may verify information from external sources.
- 4.3 We have an obligation to notify the authorities if a client's engagement is suspicious or

we have reason to suspect terrorist financing or money laundering. Such suspicions or sanction regulation may result in an obligation to terminate the engagement. Law prevents us from disclosing to our client suspicions and whether or not we have reported such to the authorities.

4.4 Legislation based on a European Union ("EU") directive obligates us, in certain situations, to notify authorities of arrangements that include tax planning and apply to at least one EU member state. However, a member state has the right to limit an attorney's reporting obligations in order to protect legal professional privilege. Unless more extensive reporting is explicitly agreed upon, we will report information concerning the engagement to the authorities only to the extent that we as attorneys are obligated to do so pursuant to law.

4.5 You acknowledge that we have a right and an obligation to process your, your representatives' and your owners' personal data for the purposes set out above. The client is responsible for informing its representatives and owners of any possible data processing for the purposes set out in this section 4.

4.6 We are not liable for any damage caused to our client, which directly or indirectly may have resulted from our considering ourselves to be under an obligation to comply with authority guidelines concerning reporting or termination of the engagement.

5 MARKET ABUSE AND INSIDER INFORMATION

We expect our client to notify the partner responsible for the engagement if we are required to establish an insider register concerning the engagement in accordance with the Market Abuse Regulation (EU 596/2014) or equivalent provisions. We will maintain and provide information concerning the insider register to the client for a period of five

years from the expiry of the insider nature of the matter.

6 FEES AND INVOICING

6.1 Our fees are normally based on a number of factors, including (i) the amount and complexity of the work, (ii) required skills and expertise, (iii) importance and value of the interests involved, (iv) time constraints, (v) risks assumed (if any), (vi) positive results achieved to the client and/or any other factors agreed with the client. Our fees are not success fees/dependent on a certain result. We reserve the right to adjust our hourly rates from time to time.

6.2 All fee estimates are merely indicative and do not constitute fixed prices, unless otherwise agreed in writing. We add a 4% surcharge (plus value added tax) to our aggregate fees, which cover general office expenses related to the carrying out of the engagement. This surcharge cannot be claimed from the counterparty in litigation or arbitration.

6.3 We charge separately for the external costs incurred by us in carrying out the engagement, such as travel costs and official or registration fees. We are entitled to request from the client an advance on significant expenses if the expenses are necessary for carrying out the engagement.

6.4 Our fees and invoicing are unaffected by our client receiving compensation from insurance. We invoice the client directly also in cases where the counterparty or any other entity is under an obligation to cover the client's legal expenses.

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

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an applicable provision, ten percent (10%) per annum).

- 6.6 We are under an obligation to add Finnish value added tax to our EU clients' invoices if the customer does not have a valid VAT number granted by the local tax authorities. Due to this, we kindly ask our foreign clients operating within the EU to provide their VAT number for our billing system. Please note that the total amount of fees charged for the services purchased, together with the client's VAT number, is reported to the Finnish Tax Administration for information exchange purposes.

7 RETAINER

If we require a retainer, the client's engagement will commence only upon our receipt of the retainer in full.

8 LEGAL EXPENSES INSURANCE

- 8.1 Prior to the commencement of an engagement, the Finnish Bar Association's code of conduct requires us to remind our clients of possible legal expenses insurance they may maintain that may cover legal costs of the client. We kindly encourage our clients to explore, with their insurance company, the status and content of any legal expenses insurance, as well as the applicability and coverage of such an insurance vis-à-vis our engagement.
- 8.2 Any legal expenses insurance is an agreement between the client and the insurance company. There is no contractual relationship between Krogerus and the insurance company. Irrespective of the terms of the client's legal expenses insurance, we charge the client for all fees and costs concerning our engagement in full. The fees charged by us are not bound to or limited by the compensation the client may receive from the legal expenses insurance.

9 LIMITATION OF LIABILITY

- 9.1 The total aggregate liability of Krogerus (and its partners) to the client (or clients, in case the engagement has been carried out for multiple clients) is limited to the direct economic loss caused to a client as a consequence of an error or negligence on our part in carrying out the engagement and (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 The amount the client receives as compensation from insurance or, as a party to any other agreement or, as a beneficiary of any other compensation or refund, is deducted from our liability towards the client.
- 9.3 We are only liable for direct damage. We are not liable for indirect loss or damage such as lost profits or lost business.
- 9.4 We are not liable for any damage suffered by the client due to the client using the advice or documents provided by us for purposes other than for which they were intended. Our service is provided only to our client and we are not liable for any damage caused to a third party. We are not liable for the services or advice of external parties, including other law firms, even in such situations where we have commissioned these parties on behalf of the client or where the services and advice are provided to the client through us.
- 9.5 We are not liable for damage caused by possible tax consequences or risks of such, unless tax advice is explicitly included in the engagement. If tax advice is explicitly included in the engagement, we are liable under these terms, but only if the tax consequences are significantly more severe than those presented or emphasised in our tax advice and it was clear at the time the tax advice was provided that our client could have achieved its commercial objectives using an alternative structure or method without additional

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costs or risk and could therefore have completely avoided the harmful tax consequences incurred.

- 9.6 Our firm maintains liability insurance more comprehensive than the compulsory professional indemnity insurance required by the Finnish Bar Association. However, our liability for the services we provide is limited in accordance with this section 9 irrespective of the terms of our liability insurance.
- 9.7 If the client has also been advised by another adviser or expert in the case leading to Krogerus' liability, and the responsibility of that adviser or expert is limited to a lower amount than that of Krogerus, the liability of Krogerus is limited to the amount equal to the liability of the adviser or expert used by the client. However, under no circumstances is our liability limited to an amount less than EUR 200,000.
- 9.8 A partner or an employee of Krogerus is not personally liable for the carrying out of the engagement. The client undertakes not to bring an action against individual partners or employees, unless permitted by mandatory law. This does not prevent the client from bringing an action against Krogerus.
- 9.9 We reserve the right to limit our liability below the amount specified in this section 9 with respect to a particular part of the engagement.
- 9.10 The limitations to our liability, as agreed in this section 9, equally apply and limit the potential liability of our partners and employees in relation to the client.

10 COMMUNICATION

- 10.1 We usually communicate with our clients via email. We ask the responsible partner to be notified, if the client prefers some other means of communication in connection with a particular engagement.
- 10.2 At your request, we may provide the opportunity to communicate via encrypted emails.

Occasionally email messages do not reach their intended recipient. We ask the recipient to be notified, for example by telephone, of any time-sensitive or important messages that have been provided by the client via email.

11 CONFIDENTIALITY

- 11.1 We are subject to the rules and guidelines on confidentiality set out in the applicable code of conduct of the Finnish Bar Association and will protect the information disclosed by the client to us in accordance with the same.
- 11.2 If we use external advisers when completing the engagement, we reserve the right to provide such entities with all information we deem necessary for them to carry out the engagement.

12 PUBLICITY

- 12.1 Unless otherwise agreed, we reserve the right to name those using our legal services as our clients and provide a brief description of the engagement in connection with offers made to potential clients and information submitted to legal directories, however, so that we indicate the information concerned to be confidential.
- 12.2 For transactions and other similar engagements, the client consents to our disclosing our involvement as the client's legal counsel in the respective engagement after it becomes public. We request the client's approval prior to disclosure if we have a particular reason to assume that the client does not want our involvement to become public.

13 DATA PROTECTION

We process personal data possibly provided to us by the client or otherwise collected by us prior to or in connection with the engagement in accordance with provisions concerning the protection of personal data, inter alia for us to carry out the engagement, to confirm the identity of our clients, to carry out conflict

of interest assessments as well as for client-specific marketing purposes. In terms of personal data, we act as a controller within the meaning of the General Data Protection Regulation (EU 2016/679). More information about the processing of personal data and the rights of data subjects can be found in the privacy notices available on our website.

14 COPYRIGHT

Copyright and other intellectual property rights to the results of our work are retained by us. Notwithstanding the foregoing, our client is always entitled to use the results of work carried out for the client for the purpose agreed upon in the engagement.

15 TERMINATION OF ENGAGEMENT

The client is entitled to terminate the engagement at any time upon written notice to us. We may, in certain circumstances, be entitled or obligated to waive the engagement. The client is obligated to pay the fees and expenses accrued by us before the termination of the engagement. The client undertakes to sign all documents that may reasonably be required for the termination or cancellation of the engagement. Krogerus will cease to represent the client when the engagement is completed on Krogerus' behalf or when the last invoice for the engagement is sent to the client, whichever is earlier.

16 ARCHIVING

We retain all documents and files in accordance with the applicable code of conduct of the Finnish Bar Association. We primarily store documents in digital form. We reserve the right to delete any material in our possession relating to engagements 10 years after the end of the engagement, unless otherwise agreed upon. We retain personal data as described in our privacy notices.

17 COMPLAINTS AND CLAIMS

17.1 We hope that our services will meet your expectations. However, if for any reason you are dissatisfied with our services and want to make a complaint, please notify the partner responsible for your engagement immediately.

17.2 We are not liable for any claim made later than twelve (12) months after the client has or should have become aware of the facts giving rise to the claim or when the engagement giving rise to the claim can reasonably be considered to have been completed, whichever of the foregoing occurs first.

17.3 If the client's claim is based on a claim made against the client by a third party or by an authority, we or our insurers are entitled to answer and settle the claim on behalf of the client. We are not liable for a claim if the client has, without our consent, settled the matter or undertaken other actions concerning the claim.

17.4 If damage suffered by the client is compensated by us or our insurers, the client is obligated, as a condition for such compensation, to assign the right of recourse against third parties to us or our insurers.

18 APPLICABLE LAW AND DISPUTES

18.1 Finnish law, without regard to its principles and rules on conflict of laws, will be applicable to all our client relationships, including engagements.

18.2 If you are dissatisfied with the fee charged by us for the engagement, you can request a fee recommendation from the Disciplinary Board acting under the Finnish Bar Association.

18.3 Disputes arising from engagements shall be finally settled in arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The seat of arbitration shall be Helsinki.

18.4 We reserve the right to bring claims concerning uncontested receivables to the Helsinki

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District Court or to another competent court, including the court of the client's domicile or registered office. Further, in cases where the client is a consumer, and a dispute concerning the engagement cannot be resolved through negotiation between the parties, the client can submit the matter to the Consumer Disputes Board (www.kuluttajariita.fi/en/) for resolution. Before taking the matter to the Consumer Disputes Board, the client should

contact the Consumer Advisory Service (<https://www.kkv.fi/en/consumer-advice/>).

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