

Merilampi Attorneys Ltd. - General Terms for Assignments

Merilampi Attorneys Ltd. ("Merilampi", "we" or "the firm") is a law firm supervised by the Finnish Bar Association. All members of the Finnish Bar Association are bound by the code of conduct and rules set by the Finnish Bar Association, and we follow good legal practice in all our activities. In addition to the code of conduct, these general terms and conditions apply to all services provided by our firm and take precedence over the client's general procurement terms and other standard terms and conditions. By placing an order with Merilampi, the client ("Client") shall be deemed to have accepted these terms and conditions as binding, unless otherwise agreed in writing in the engagement letter.

1. Content of the Engagement

- 1.1 The content of the engagement shall be agreed with the Client at the beginning of the engagement in a separate engagement letter or otherwise. The scope of the engagement may change during the engagement and the engagement letter will be supplemented as necessary.
- 1.2 The Client always enters into an engagement with Merilampi and not with any private person, nor are Merilampi's partners, lawyers or other persons employed by our firm personally liable to the Client, unless otherwise required by mandatory law.
- 1.3 The engagement is limited to providing legal advice on Finnish law. If the engagement relates, in whole or in part, to the content of non-Finnish law, we will assist the Client in obtaining the necessary advice relating to the law of another country. We will never be responsible for the interpretation of or advice on the law of another country.
- 1.4 Merilampi does not provide business, financial, accounting, technical or environmental advice and is not liable for any consequences thereof.

2. Managing the Engagement

- 2.1 For each of our engagements, we will assign a lead partner who will decide on the lawyers, assistants and other experts to be used in accordance with the resources and expertise required to carry out the engagement, on the basis of what has been agreed with the Client for the engagement in question. In order to carry out the engagement in a cost-effective manner and in a way that best serves the Client's needs, we may make changes to the initial composition during the course of the engagement, either by replacing the persons involved in the engagement or by bringing in other lawyers from our firm. Any significant changes to the initial set-up will be communicated to the Client.
- 2.2 The use of other external advisors, if any, will always be agreed separately with the Client. Merilampi is not responsible for the results of the work of other external advisors or their costs.
- 2.3 The Client has the right to terminate the engagement at any time by giving written notice to Merilampi. Merilampi may terminate the engagement in accordance with the code of conduct set by the Finnish Bar Association.
- 2.4 Termination of the engagement does not affect the Client's obligation to pay any fees and expenses accrued for any work we have performed prior to the termination of the engagement.
- 2.5 If an advance payment has been agreed in connection with the engagement, the engagement shall not commence until the advance payment has been received in full.

3. Fees, Costs and Expenses

- 3.1 Our fees are based on the rules and the code of conduct of the Finnish Bar Association, and unless otherwise agreed, our fees are based on our current rates. Our fees are typically determined by (i) the time spent on the engagement, (ii) the experience and expertise required of the lawyers involved,

(iii) the financial value of the engagement, (iv) the responsibility or risk (if any) assumed by our firm, (v) the urgency of the engagement and (vi) the results achieved.

- 3.2 We record measures to the nearest quarter of an hour. Unless otherwise expressly agreed, the time spent on the engagement to be charged includes, among other things, communication (by e-mail, letter, telephone or otherwise), drafting letters and communications, preparing letters, memoranda, agreements and other documents, familiarization with the material, legal reports, sessions, negotiations, telephone and video conferences and preparation for them, as well as travel and waiting time.
- 3.3 If requested, we can provide a commission estimate at the start of the engagement and, depending on the nature of the matter, we can also agree on a budget or other commission arrangement and on regular updates on the fees we charge. Unless otherwise agreed in writing, fee estimates are indicative and non-binding. The fee estimates are based on the information available at the time they are made. We reserve the right to revise our estimates as the scope of the engagement or other circumstances change.
- 3.4 We charge separately for reimbursement of expenses such as courier, regulatory and registration fees, travel expenses and other fees charged by third-party service providers. For larger expenses, we may request an advance payment from our Client to cover these expenses or arrange for the expenses to be billed directly to our Client by the service provider.
- 3.5 All our prices and charges are exclusive of VAT. Value added tax (VAT) will be added to the invoice in accordance with current tax legislation. For consumer Clients, we indicate prices subject to VAT. We reserve the right to make annual adjustments to our hourly rates and office charges without prior notice.
- 3.6 We add a general office fee of 4.0% (VAT 0%) to our invoices to cover general office costs, such as postal, telephone, and photocopying costs, incurred in carrying out the engagement. We will monitor the evolution of the office costs of our engagements on an annual basis and, if necessary, update the level of the office fee to reflect as closely as possible the costs actually incurred. The office fees cannot be claimed by the opposing party in litigation or arbitration.
- 3.7 The Client is responsible for the payment of fees and expenses, even if they are ordered to be paid by the opposing party in the proceedings or arbitration or are covered by legal expenses insurance.

4. Invoices and Payment

- 4.1 We invoice monthly for our services, unless otherwise agreed. Our payment terms are net 14 days. For all late payments, we charge interest on arrears in accordance with the law in force from the due date of the invoice until the date of payment.
- 4.2 If the invoice is not paid on time, we reserve the right to withdraw from the engagement and from representing the Client in accordance with the rules and code of conduct of the Finnish Bar Association. Any fees, expenses and costs

incurred for the work we have performed up to the date of withdrawal will be invoiced in full.

- 4.3 The terms of any legal expenses insurance policy of the Client do not affect our fees or invoice support and we reserve the right to invoice in full for the work we do (including costs and expenses) regardless of the terms of the Client's insurance policy.
- 4.4 In certain situations, we may ask for an advance payment before starting work. The advance will be used to cover future invoices. The total amount of fees may be more or less than the advance. In situations where an advance has been paid, the advance will be deducted from the last invoice.

5. Client Identification and the Duty to Investigate

- 5.1 Merilampi has a legal obligation to identify its Clients and the identity of our Clients' agents and owners, for example to prevent money laundering and terrorist financing.
- 5.2 Upon receipt of an engagement, we are required to ascertain the identity and ownership structure of the Client, obtain information on the nature and purpose of the matter and confirm the origin of the Client's funds before commencing work. Consequently, we may request, inter alia, proof of identity from the Client or a person acting on behalf of the Client. If the Client is a legal person, we may request information about the beneficiaries of the legal person and documentation of the source of the Client's funds. We are also obliged to verify the information provided to us and for this purpose we may obtain additional information from external sources.
- 5.3 We are required by law to report any suspicions of money laundering or terrorist financing to the authorities investigating them. In such situations, we are legally prevented from disclosing to the Client our suspicions and the fact that a report has been or will be made.
- 5.4 The Client agrees that Merilampi has the right to process personal data concerning the Client, its representatives and owners for the purposes described above.
- 5.5 We will not be liable for any direct or indirect loss or damage that our Client may suffer as a result of our compliance with mandatory legislation in our operations (as we understand our obligations).
- 5.6 In some cases, we may be required to provide the tax authorities with information about the Client's VAT number and the value of the services we provide to the Client.

6. Disqualification

- 6.1 We may be prevented from acting for a Client if there is a conflict of interest with another Client. Before accepting a new engagement, we will conduct a disqualification inquiry in accordance with the Finnish Bar Association's code of conduct to rule out a potential conflict of interest.
- 6.2 Our firm represents a number of businesses and individuals, and it is not excluded that during the course of an engagement, other or new Clients of our firm may seek to secure or protect interests that directly or indirectly conflict with our Client's interests. Unless otherwise agreed, our firm may in the future continue to represent existing Clients or take on new Clients in any matter not substantially related to our work on a previous engagement. However, we will not, without the Client's prior written consent, take on a new engagement that has a substantial connection with an existing engagement and that would be against the Client's interest in such an engagement or where we have access to confidential Client information that would be material to the new engagement.

- 6.3 If, due to circumstances arising later, we are prevented from acting on behalf of a Client in an existing or future matter, we undertake to inform the Client without delay and to resolve the matter in accordance with the Finnish Bar Association's code of conduct, taking into account the best interests of the Clients.

7. Communication

- 7.1 Unless we are instructed otherwise, we will communicate with our Clients and other parties by the means we consider most appropriate, including by email and other electronic communications over the internet, and with persons we reasonably presume have been authorised by the Client for that purpose. Although we exercise due care and attention to data security in all electronic communications, electronic communications may involve risks for which we cannot accept responsibility. If the Client prefers a particular type of communication, the Client is requested to inform the person responsible for the engagement.

- 7.2 Our virus and spam filters and security measures may sometimes reject or refuse genuine email messages. We ask Clients to ensure that important emails are received by other means of communication.

8. Insider Trading and Regulation

For orders relating to publicly traded companies, we will establish and maintain, at the Client's request, and require the Client to notify us when we are required to establish and maintain an insider list in accordance with the requirements of the Market Abuse Regulation (2003/6/EC) and/or other applicable laws and regulations. Copies of the insider list relating to the order will be provided to the Client upon request. We will retain the insider lists for a period of five (5) years following the end of the insider status of the matter. We expect our Clients to notify us promptly if a project within the Client's organization is treated as an insider project.

9. Confidentiality

We are obliged by law and the rules and code of conduct of the Finnish Bar Association to keep the information provided to us by the Client confidential. We will protect the confidential material disclosed to us by appropriate means in accordance with the rules and code of conduct of the Finnish Bar Association, unless we are exceptionally required by law to disclose the information. Similarly, we may not disclose to a Client information disclosed to us by another Client, even if the information is essential for the conduct of a particular engagement.

10. Publicity

In the case of M&A and other similar engagements, we may, after the matter becomes public, disclose our participation as the Client's representative in that engagement in our marketing materials and on our website, unless the Client has specifically requested us to refrain from disclosing our participation. The information we disclose may only include publicly known facts.

11. Intellectual Property Rights

All copyrights and other intellectual property rights in the results of our work arising from work carried out for our Clients belong exclusively to us, provided that the Client has the right to use the results of our work for the purpose for which they were made. Unless otherwise agreed, the documents and other results produced by us may not be used for marketing or other purposes.

12. Use of Personal Data

When we act on behalf of a Client, we collect and process personal data about the Client, the representatives of the Client, and other individuals necessary for the conduct of the engagement. The processing of personal data is carried out in accordance with the principles of data protection legislation and only to the extent necessary. For information on the processing of personal data carried out by us, the grounds for such processing and other information relating to the processing required by data protection legislation, including the exercise of data subjects' rights, please refer to [our Privacy Policy](#).

13. Storage of Documents

Upon completion of the engagement, we will retain (or agree with a third party to retain) all relevant material relating to the engagement, either in paper or electronic form, for a period of ten (10) years. At the end of the ten (10) year period, we reserve the right to destroy the material without notice. In the event that the Client requests copies of the retained material, the costs of copying and other related administrative work may be charged to the Client.

14. Advice

14.1 Our advice is tied to the circumstances of each matter and is based on the facts and instructions given to us in each engagement, as well as the legal position at the time of giving the advice. Our advice may not be relied upon by anyone other than our Client, nor may it be used by the Client in any other matter or for any other purpose than in connection with the agreed engagement. Our advice is limited to legal matters relating to the agreed engagement. If we express views on non-legal aspects of the matter, we do not accept any liability for the possible consequences of those views. Our advice does not imply any guarantee of a specific outcome.

14.2 Our advice is limited exclusively to legal advice under Finnish law. We may, based on our prior experience of the law of other countries, offer general views on the law of other legal systems, but these views do not constitute legal advice and may not be relied upon. We are happy to assist our Clients in finding suitable foreign legal advisers.

15. Limitation of Liability

15.1 The maximum liability of our firm (and its partners and other persons employed by our firm, taken together) is always limited to the direct financial loss suffered by the Client (or Clients where an engagement is for more than one Client) as a result of our error or negligence in connection with our activities, plus three times the total fee charged by us in connection with the engagement, up to a maximum of EUR 1 million, unless otherwise required by mandatory law. This limitation also applies to multiple occurrences of damage caused by the same or similar act or omission, regardless of when the damage or loss was caused or occurred. We reserve the right to reduce the above maximum liability for a specific part of the engagement.

15.2 Our liability to the Client is reduced by the amount that the Client is entitled to receive under any insurance policy or contract or other indemnity undertaking to which the Client is a party or beneficiary.

15.3 Under no circumstances will we be liable for indirect damage or loss or damage caused to a third party. Nor shall we be liable for any damage suffered by the Client as a result of using any advice or documents provided by us in any other context or for any purpose other than that for which they were provided.

15.4 The limitations of liability in this paragraph 15 and in any other provision of these General Terms and Conditions or in

a separate agreement shall apply to the Firm and to its present and former partners, lawyers and other persons employed or formerly employed by the Firm.

15.5 If the Client has accepted a limitation of liability against another adviser or the liability of another adviser is excluded altogether, our total liability to the Client will be reduced by the amount we would have received in compensation from that other adviser if its liability to the Client had not been limited or excluded.

15.6 If, at the Client's request, we accept that a third party may rely on or use our advice or the results of our work, this will not increase or otherwise affect our liability to an extent that is unfavourable to us and we may only be liable to such third party to the extent that we would be liable to our Client. Any compensation payable to a third party on the basis of such liability will reduce our liability to the Client in the same proportion and vice versa. However, in no event shall we have a client relationship with such third party. The foregoing shall also apply if we provide certificates, statements or the like to a third party at the Client's request.

15.7 In addition to the mandatory attorney's liability insurance required by the Finnish Bar Association, our office has a separate liability insurance. However, irrespective of the terms of our liability insurance, our liability for the services we provide is limited in accordance with these general conditions.

16. Other Advisers

Where we instruct and/or work with other advisers on behalf of a Client, such advisers are considered to be independent of us. In no circumstances are we responsible for recommending them or for the services or advice they provide, nor for any offers, fee estimates or fees they charge. Any authority to instruct an adviser on behalf of a Client shall be deemed to include authority to accept a limitation of liability on behalf of the Client.

17. Complaints

17.1 We strive to provide a service that meets Client expectations on all engagements and welcome feedback to improve our client service. However, if the Client is dissatisfied with our service and wishes to make a complaint about the service, the Client must notify the lead partner for the relevant engagement within a reasonable time and no later than three (3) months after the Client has become aware of the basis for the dissatisfaction or complaint after a reasonable investigation. A complaint concerning the fee may always be referred to the Supervisory Board of the Finnish Bar Association.

17.2 If the Client's claim is based on a third party or public authority claim against the Client, we will be entitled to respond to and settle the claim on the Client's behalf, provided that the Client is indemnified against any liability in relation to such third party claim. If the Client settles, compromises or otherwise takes action on the claim without our written consent, we will not be liable for the claim.

17.3 If the Client is entitled to compensation from us or our insurance company in respect of a claim, the Client is obliged to transfer the right of recourse against a third party to us or our insurance company in order to receive compensation.

18. Ending the Engagement

18.1 The engagement ends when we have completed the assignments requested by the Client in relation to it or, in the case of a continuing engagement, if we have not received any assignments from the Client within 12 months of the last assignment completed. In this case, we shall consider the

engagement to have ended upon completion of the said last assignment and shall consider ourselves free to accept further engagements, notwithstanding any conflict of interest referred to in these Conditions, subject to our continuing confidentiality obligations to the former Client.

- 18.2 Either party may at any time terminate the engagement by giving written notice to the other party. Termination by us is subject to the rules of the Finnish Bar Association's code of conduct. In the event of termination by us, we will take such steps as we consider reasonable to protect the Client's interests in the matter.
- 18.3 The termination of the engagement shall not affect any rights and liabilities already existing between the parties, including the Client's obligation to pay any fees and expenses accrued in respect of any work performed by us prior to the termination of the engagement.

19. Amendments

These general terms and conditions may be amended by us from time to time. The general terms and conditions in force from time to time are available on our website.

20. Applicable Law and Dispute Resolution

- 20.1 These terms and conditions and all matters relating to the engagement shall be governed by Finnish law, with the exception of its conflict of law provisions. Disputes and disagreements arising out of these terms and conditions and in relation to engagements with non-consumer Clients, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Central Chamber of Commerce. The place of arbitration shall be Helsinki. The consumer Client always has the right to bring an action before the General Court.
- 20.2 The arbitration and all information provided in connection therewith, as well as all decisions and judgments issued or rendered in connection therewith, shall be kept confidential and shall not be disclosed in any form to third parties without the express written consent of Merilampi or the Client. The foregoing shall not, however, prevent the Client or Merilampi from disclosing or divulging information in order to preserve its rights against another party or the insurer, if the Client or Merilampi is required to disclose or divulge such information by mandatory law, the rules or regulations of the stock exchange, or the like.
- 20.3 Notwithstanding clause 20.1, we reserve the right to submit uncontested claims for fees, costs and expenses to the District Court of Helsinki or to the competent court in the place of the Client's domicile.