

Our General Terms and Conditions

Finland
October 2018

1 Application

- 1.1 Unless otherwise agreed with you, these general terms and conditions apply to all services and advice provided by Hannes Snellman Attorneys Ltd. or entities directly or indirectly owned or managed by Hannes Snellman Attorneys Ltd (“Hannes Snellman”, “we”, “us” or “our”).
- 1.2 We are subject to the relevant Codes of Conduct in the jurisdictions where Hannes Snellman provides legal services.

2 The Team

We believe that close and continuing personal relationships play an important part in the provision of our services. One of our partners will therefore be responsible for liaising with you in all matters being handled by us on your behalf. One or more additional contact partners may also be designated.

3 Conflicts Check

Before accepting a specific engagement for you (“Engagement”), internal procedures are applied to ensure that there is no conflict of interest involved in accepting the Engagement.

4 Scope Of Engagement

- 4.1 We will perform the services specifically agreed with you in the engagement letter or otherwise for a particular Engagement. The services (including work products) are provided solely for you for the purpose set out in the Engagement or the relevant work product.
- 4.2 Material extensions to the initially agreed scope of Engagement may be subject to separate conflicts check. Consequently, our ability to advise on for example a contractual or transactional matter does not mean that we would be free and available to carry out a litigation engagement relating to the same subject matter.

5 Protection of Data and Anti Money Laundering Measures

- 5.1 In order to provide services for our clients and fulfil obligations under anti money laundering and other laws, we will process certain personal data as a “controller” as stipulated by the EU General Data Protection Regulation. For further information on how we process such personal data please see our Privacy Notice available on our website.
- 5.2 We are under a legal obligation to verify the identity of our clients and where relevant their ownership structure as well as to seek information about the matter and in certain instances the origin of funds and other assets, before our work commences. You hereby agree to provide us with such

evidence as we may request to establish your identity, your ownership structure, information about the matter and the origin of funds or assets, as applicable, together with any changes to the information you have provided to us, in each case in accordance with our internal procedures and applicable Finnish law requirements.

- 5.3 We are required by law to disclose suspicion of money laundering or terrorism financing to the authorities. We are not permitted to inform you if we have suspicions or if we have made or are contemplating to make disclosures to the authorities. In case of any suspicion of money laundering or terrorism financing we are required to decline or withdraw from the Engagement.
- 5.4 There is a legal obligation to proactively report to the Finnish tax authorities certain tax planning related cross-border arrangements involving European Union resident persons, and we are required by law to monitor certain such arrangements.

Should such reportable cross-border arrangements take place, we assume that any potential European Union resident advisors involved in the matter or you, having the primary reporting obligation, will carry out the said reporting obligations.

Therefore, taking into account the attorney client privilege under law applicable to us, we would refrain from filing such tax reports unless you have explicitly instructed and engaged us to do so.

- 5.5 We do not accept any liability for any loss or damage flowing directly or indirectly from our compliance with our duties (as we understand them) outlined above.

6 Use of Software

During the Engagement we may use a cloud based software iManage Share or other professional software to review, modify and/or to share documents with you. You hereby agree to the use of such service.

7 Confidentiality

- 7.1 All information received by us in respect of an Engagement is subject to statutory duty of confidentiality. We will protect the information you disclose to us in an appropriate manner and in accordance with the relevant rules and regulations.
- 7.2 Where we agree to carry out an Engagement for more than one client, we have the right to disclose information received from one client in the Engagement to other clients in the same Engagement.

7.3 If we engage or liaise with other advisers or professionals in the course of an Engagement, we may communicate to them all information which we believe may be relevant to assist them in advising or carrying out their work for you.

8 Professional Indemnity Insurance

We maintain a professional indemnity insurance in addition to a compulsory professional indemnity insurance.

9 Fees And Expenses

9.1 Unless specifically agreed between us, fees for our legal services and advice are based on time required and the amount of work, the complexity and urgency of the matter, the qualifications, the possible risk assumed by us, the experience and resources required and the result achieved.

9.2 An overhead cost of 4.5 per cent will be added to our invoices. The overhead cost is intended to cover the running expenses arisen from the Engagement with the exclusion of any (i) governmental or registration fees, (ii) fees or other billings of other law firms, notaries and third party advisors and experts, (iii) travel costs outside of the country where the relevant lawyer has his/her place of work, (iv) costs for advertising, translations and extensive printing provided by an external supplier (v) costs related to the use of professional software specifically used for the purposes of the engagement, and (vi) other similar costs.

9.3 Clause 9.2 does not apply to litigation and arbitration matters. All expenses and disbursements associated with such Engagements where the overhead cost is not applicable, including charges paid to third parties on behalf of you, reasonable travelling and hotel expenses, food, extensive photocopying and courier costs will be added to the fee payable by you.

9.4 If applicable, value added tax will be added to all fees.

10 Invoicing And Payment

10.1 Our normal practice is to send invoices on a monthly basis.

10.2 In certain cases we may request an advance payment. Such payment will be used to settle future invoices.

10.3 Invoices are due for payment within 14 days from the date of invoice (if not otherwise agreed). If an invoice is not paid, interest on the balance owed will be charged at the statutory rate applicable (or, in the absence of any such statutory rate, 10 per cent per annum) from the due date until receipt of payment.

11 Liability and Limitations

11.1 Your relationship is with Hannes Snellman alone and not with any other entity or individual affiliated with Hannes Snellman (even if your express or implied intention is that the services be carried out by specific individual(s) or such other entities). Hence, no such party (be it an entity or an individual) other than Hannes Snellman shall have any liability for services and advice provided, except as may be provided under mandatory law.

11.2 Other advisers and professionals shall be deemed independent of us (irrespective of whether we have engaged them or if you have engaged them directly). Hence, we assume no liability for such other advisers or professionals.

11.3 Our liability for any loss or damage suffered by you as a result of negligence or other breach of contract on our part shall in respect of each Engagement be limited to the sum of 5 million euros.

11.4 Our liability to you will be reduced by any amount which may be obtained under any insurance maintained by or for you or under any contract or indemnity to which you are a party or a beneficiary.

11.5 If you have accepted any exclusion or limitation of liability from any other adviser or professional, our total liability to you shall be reduced by the amount of the contribution that we could have been able to recover from that adviser or professional if its liability to you had not been so excluded or limited.

11.6 Unless specifically agreed with us you are not entitled to use our work products or advice for any other purpose or in any other context than for which it was given. If we so specifically agree we shall not have any liability for any loss or damage suffered as a result thereof.

11.7 Unless the engagement specifically included the rendering of tax advice, we will not assume any liability for loss or damage suffered by means of tax being imposed or the risk of tax being imposed on you as a result of our services.

11.8 We will not accept any liability for any loss or damage suffered as a result of events beyond our control, which events we reasonably could not have anticipated at the time we accepted the engagement and the consequences of which we could not reasonably have avoided or overcome.

11.9 If, at your request, we agree that a third party may rely on our work products or advice, this will not increase or otherwise affect our liability to our disadvantage, and we can only be held liable to such third party to the extent we can be liable to you. Any amount payable to a third party as a result of such liability will reduce our liability to you correspondingly and vice versa. No client relationship with such third party is assumed. The aforesaid also applies if, at your request, we issue certificates, opinions or the like to a third party.

12 Complaints And Claims Procedure

12.1 If, for any reason, you are dissatisfied with our services or have a complaint, you should notify us as soon as possible.

12.2 Claims shall be submitted as soon as you have become aware of the circumstances giving rise to the claim.

12.3 No claim may be made after the earlier of a) lapse of statutory time bar for the relevant claims or liability or b) later than 365 days after the earlier of (i) the date the last invoice was issued for the Engagement to which the claim refers and (ii) the date the circumstances giving rise to the claim became known or could have become known to you after reasonable investigations.

- 12.4 If your claim is based on a claim against you by an authority or other third party, we or our insurers shall be entitled to meet, settle and compromise such claim on your behalf, provided that – taking into consideration the limitations of liability in these general terms and conditions and, if any, the engagement letter – you are indemnified by us. If you meet, settle, compromise or otherwise take any action in relation to such claim without our consent, we will not accept any liability for such claim.
- 12.5 If you are reimbursed by us or our insurers in respect of a claim, you shall, as a condition for such reimbursement, transfer the right to recourse against third parties to us or our insurers by way of subrogation or assignment.

13 Termination of Engagement

- 13.1 Both you and, subject to the relevant Code of Conduct, Hannes Snellman may terminate the Engagement at any time. For our part this may, for instance, be the case in case of inadequate client identification, suspicion of money laundering or terrorism financing, conflict of interest, failure to make payments, failure to supply adequate instructions or lack of confidence or trust. In case of termination by either party, you must still pay our fees for services provided and expenses incurred prior to the date of termination.
- 13.2 Our client relationship in respect of the Engagement terminates at the time where the final invoice for our services is issued or when you terminate the Engagement.

14 Publicity

Unless you have instructed us otherwise, once the Engagement has been completed and has become publicly known we may disclose that we have acted for you in respect of the Engagement.

15 Governing Law and Dispute Resolution

- 15.1 These general terms and conditions (including any accompanying cover letter or other document), all issues in connection with any of them and our Engagement shall be governed by and construed in accordance with the laws of Finland, without giving effect to its conflict of law rules.
- 15.2 Any dispute, controversy or claim arising out of or in connection with these general terms and conditions (including any accompanying cover letter or other document) or the breach, termination or invalidity thereof and/or regarding our Engagement or services, 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. Unless otherwise agreed between us, the language to be used in the arbitral proceedings shall be English.
- 15.3 All arbitral proceedings conducted in accordance with clause 15.2 and all information disclosed in the course of such arbitral proceedings, as well as any decision or award made or declared during the proceedings, shall be kept strictly confidential. Such information, decision or award may not, in any form, be disclosed to a third party without the express consent of the other party. A party shall however not be prevented from disclosing such information in order to preserve its rights versus the other party or an insurance policy underwriter or if the party is required to so disclose pursuant to mandatory law or stock exchange rules and regulations or similar.
- 15.4 Notwithstanding clause 15.2, you are not precluded from filing complaints in respect of disciplinary matters and in respect of fees in accordance with the relevant applicable rules and procedures in the jurisdiction where Hannes Snellman's services have been provided. Further, Hannes Snellman shall be entitled to commence proceedings for the payment of any due and undisputed amount in any court with jurisdiction over you or any of your assets.